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सं. 40]

नई दिल्ली, शनिवार, अक्टूबर 5, 2002/आश्विन 13, 1924

No. 40]

NEW DELHI, SATURDAY, OCTOBER 5, 2002/ASHWIN 13, 1924

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than the Ministry of Defence)

गृह मंत्रालय

(पुनर्वास प्रभाग)

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3128. — विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा गृह मंत्रालय, पुनर्वास प्रभाग में संयुक्त सचिव, श्री अनूप कुमार श्रोवास्तव को उक्त अधिनियम के द्वारा अथवा उसके अधीन मुख्य बन्दोबस्त, आयुक्त को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य में मुख्य बन्दोबस्त आयुक्त के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 6 अगस्त, 1997 की अधिसूचना संख्या 1(1)/94-बन्दोबस्त (क) का अन्तः समाप्त किया जाता है।

[सं. 1(1)/94-बन्दोबस्त (क)]

श्री. एन. लाहिरी, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 18th September, 2002

S.O. 3128.—In exercise of the powers conferred by Sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints Shri Anoop Kumar Srivastava, Joint Secretary, Ministry of Home Affairs, Rehabilitation Division, as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act

2. This supersedes Notification No. 1(1)/94-Settlement (A) dated the 6th August, 1997

[No. 1(1)/94-Settlement (A)]

B. N. LAHIRI, Under Secy.

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3129.—निष्क्रान्त सम्पत्ति प्रबन्ध अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा गृह मंत्रालय, पुनर्वास प्रभाग में संयुक्त सचिव, श्री अमूप कुमार श्रीवास्तव को उक्त अधिनियम के द्वारा अथवा उसके अधीन महाभिरक्षक को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से निष्क्रान्त सम्पत्ति के महाभिरक्षक के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 6 अगस्त, 1997 की अधिसूचना संख्या 1(1)/94-बन्दोबस्त(ख) का अधिक्रमण किया जाता है।

[सं. 1(1)/94-बन्दोबस्त (ख)]

बी. एन. लाहिड़ी, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3129.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950) the Central Government hereby appoints Shri Anoop Kumar Srivastava, Joint Secretary, Ministry of Home Affairs, Rehabilitation Division, as Custodian General of Evacuee Property for the purpose of performing the functions assigned to such Custodian General by or under the said Act.

2. This supersedes Notification No. 1(1)/94-Settlement (B) dated the 6th August, 1997.

[No. 1(1)/94-Settlement (B)]

B N. LAHIRI, Under Secy.

कार्मिक, लोक-शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 19 सितम्बर, 2002

का.आ. 3130.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिकारियों को विचारण न्यायालयों में निदेशक, केन्द्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा राष्ट्रीय राजधानी क्षेत्र, दिल्ली में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षणों अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषय का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

1. एन. के. शर्मा
2. एस. के. सक्सेना
3. के. एन. शर्मा
4. वाई. के. सक्सेना
5. सी. एस. शर्मा
6. प्रदीप कुमार शर्मा
7. गुरदयाल सिंह
8. सुश्री मधु कालिया
9. एन. के. माट्टा
10. मनोज डी. तनेजा

[सं. 225/19/2000-ए.पी.डी.-II]

शुभा ठाकुर, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION**(Department of Personnel and Training)**

New Delhi, the 19th September, 2002

S.O. 3130.—In exercise of the powers conferred by Sub-section (8) of the section 24 of Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of case instituted by the Delhi Special Police Establishment (CBI) in the National Capital Territory of Delhi as entrusted to them by the Director, Central Bureau of Investigation, in the trial Courts and appeals/revisions or other matter arising out of these cases in revisional or appellate Courts established by law.

S/Shri

1. N. K. Sharma
2. S. K. Saxena
3. K. N. Sharma
4. Y. K. Saxena
5. C. S. Sharma
6. Pradeep Kumar Sharma
7. Gurdayal Singh
8. Ms. Madhu Kalra
9. N. K. Matta
10. Manoj D. Taneja

[No. 225/19/2000-A.V.D.-II]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 27 सितम्बर, 2002

क्रा.आ. 3131.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (अधिनियम सं. 25/1946) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उड़ीसा सरकार की दिनांक जुलाई 02, 2002 की अधिसूचना सं. 29934 से प्राप्त सहमति से वर्ष, 1996-97 के दौरान 20 करोड़ रुपए की मंजूरी से संबंधित कार्य-संव्यवहार और उड़ीसा सरकार के सार्वजनिक क्षेत्र के उपक्रम उड़ीसा औद्योगिक संवर्धन और विनिवेश निगम द्वारा स्टील बान्ड के माध्यम से एकत्रित निधि को मैसर्स मिडइस्ट इन्टीग्रेटेड स्टील्स लि. को 17 करोड़ रुपए के वितरण के बारे में भारतीय दण्ड संहिता, 1860 की धारा 120-ख, 406, 409, 417, 420 और 468 और भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(1)(घ) के साथ पठित धारा 13(2) के अन्तर्गत दण्डनीय अपराधों और ऊपर वर्णित गैर कानूनी कारोबार, अनियमितताओं और अनुपयुक्तताओं से जुड़े कार्य-संव्यवहार और ऊपर वर्णित अपराधों से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षडयन्त्र तथा वैसे ही संव्यवहार के अनुक्रम में किया गया अथवा किए गए अथवा उन्हीं तथ्यों से अद्भूत किसी अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण उड़ीसा राज्य के संबंध में करती है।

[सं. 228/46/2000-ए.वी.डी. II]

शुभा ठाकुर, अवर सचिव

New Delhi, the 27th September, 2002

S.O. 3131.—In exercise of the powers conferred by Sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Orissa vide Notification No. 29934 dated 2nd July, 2002 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Orissa for investigation of offences punishable under section 120-B, 406, 409, 417, 420 and 468 of the Indian Penal Code, 1860 and section 13(2) read with section 13(1)(d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and all other offences including attempt or abetment in relation to or in connection with one or more of the offences mentioned above or any other offence or

offences committed in the course of the same transaction or series of transactions arising out of the same facts in respect of illegalities, irregularities and improprieties connected with the transactions leading to sanction of Rs. 20 crore during 1996-97 and disbursement of Rs. 17 crore to M/s. Mideast Integrated Steels Ltd (MISL) by Industrial Promotion and Investment Corporation of Orissa Limited (IPICOL), Public Sector Undertaking of the Government of Orissa out of the fund raised through the Steel Bond.

[No 228/46/2000-AVD-II]

SHUBHA THAKUR, Under Secy.

वित्त एवं कम्पनी कार्य मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 19 सितम्बर, 2002

फा. नं. 3132.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2001-2002, 2002-2003 और 2003-2004 के लिए नीचे पैरा 3 में उल्लिखित उद्यमों/औद्योगिक उपक्रम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि—

- (i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—
 - (क) अवसंरचनात्मक सुविधा को जारी रखना बंद कर देता है; और
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप नियम (7) द्वारा यथा अपेक्षित किताबें लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उप नियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/औद्योगिक उपक्रम है :—

निदेशक (सी.एस.), दूर संचार विभाग के माध्यम से कार्यरत भारत के राष्ट्रपति और मैसर्स ह्यूजेज टेलिकाम (इंडिया) लिमिटेड के मध्य दिनांक 30-9-97 के लाइसेंस से करार सं. 17-11/95-बी एस आई आई के अन्तर्गत महाराष्ट्र टेलिफोन सर्किल (गोवा, मुम्बई सहित) में उनकी परियोजना के बेसिक टेलीफोन सेवा की परियोजना के लिए मैसर्स ह्यूजेज टेलिकाम (इंडिया) लिमिटेड इस्पात हाउस, बी जी खेर मार्ग, वर्ली, मुम्बई-400018

[अधिसूचना सं. 265/2002 (फा. सं. 205/20/2001-आयकर नि.-II)]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

MINISTRY OF FINANCE AND COMPANY AFFAIRS

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 19th September, 2002

S.O. 3132.—It is notified for general information that enterprise/industrial undertaking, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2001-2002, 2002-2003, and 2003-2004.

2. The approval is subject to the condition that—

- (i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

- (a) ceases to carry on infrastructure facility; or
- (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or
- (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise/industrial undertaking approved is—M/s. Hughes Telecom (India) Limited, Ispat House, B.G. Kher Marg, Worli, Mumbai-400018 for their project of Basic Telephone Service in Maharashtra Telecom Circle (including Mumbai and Goa) under license agreement No. 17-11/95-BSII dated 30-9-97 between President of India, acting through Director (CS), Department of Telecommunication and M/s Hughes Telecom (India) Limited (F. No. 205/20/2001/ITA. II).

[Notification No. 265/2002 (F. No. 205/20/2001/ITA. -II)]

SANGEETA GUPTA, Director (ITA.-II)

नई दिल्ली, 19 सितम्बर, 2002

का.आ. 3133.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2001-2002, 2002-2003 और 2003-2004 के लिए नीचे पैरा 3 में उल्लिखित उद्यमों/औद्योगिक उपक्रम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

- (i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—
 - (क) अवसरचलात्मक सुविधा को जारी रखना बंद कर देता है, और
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उप नियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/औद्योगिक उपक्रम हैं :—

आन्ध्र प्रदेश में बी.ओ.टी. आधार पर विजयवाड़ा विशाखापत्तनम खण्ड, राष्ट्रीय राजमार्ग नं. 5 पर मैसर्स राजमुन्दरी एक्सप्रेस वे लि. पुंज लॉयड हाऊस 17-18 नेहरू प्लेस, नई दिल्ली-110019 द्वारा 200 कि.मी. से 253 कि.मी. के 4 लेन वाले 4 कैरीजवे की उनकी परियोजना के विकास, रख-रखाव तथा प्रचालन। [फा. सं. 205/17/2002-आ. का. नि. II]

[अधिसूचना सं. 266/2002 (फा. सं. 205/17/2002-आयकर नि.-II)]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

New Delhi, the 19th September, 2002

S.O. 3133.—It is notified for general information that enterprise/industrial undertaking, listed at para (3) below has been approved by the Central Government for the purpose of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2001-2002, 2002-2003 and 2003-2004.

2 The approval is subject to the condition that—

- (i) the enterprise/industrial undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962,
- (ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—
 - (a) ceases to carry on infrastructure facility; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962, or
 - (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise/industrial undertaking approved is—

M/s. Rajahmundry Expressway Ltd., Punj Lloyd House, 17-18 Nehru Place, New Delhi-110019 for their project of developing, maintaining and operating of 4 lane carriageway from 200 km. to 253 km. on Vijayawada—Visakhapatnam Section on National Highway No. 5 in Andhra Pradesh on BOT basis [F. No. 205/17/2002/ITA. II].

[Notification No. 266/2002 (F. No. 205/17/2002/ITA. -II)]

SANGEETA GUPTA, Director (ITA. -II)

नई दिल्ली, 19 सितम्बर, 2002

(आयकर)

का.आ. 3134.—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम के सामने उल्लिखित अवधि, के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ संघ श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संघ अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों का रख-रखाव करेगा;
- (ii) अधिसूचित संघ प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टेक्नोलाजी भवन", न्यू महरौली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- (iii) अधिसूचित संघ केन्द्र सरकार की तरफ से नामोद्दिष्ट निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिलटन रॉ, पांचवां तल, कलकत्ता-700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा।

क्रम सं.	अनुमोदित संगठन का नाम	अवधि जिसके लिए अधिसूचना प्रभावी है
1.	मैमर्स एम. एस. स्वामीनाथन रिसर्च फाउंडेशन, थर्ड क्रॉस रोड, तारामणी इन्स्टिट्यूसनल एरिया, चेन्नई-600113	1-4-2001 से 31-3-2004

टिप्पणी :—अधिसूचित संघ को सलाह दी जाती है कि वे अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन-पत्र की तीन प्रतियां सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 267/2002 (फा. सं. 203/58/2002-आयकर नि.-II)]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

New Delhi, the 19th September, 2002

(INCOME-TAX)

S.O. 3134.—It is hereby notified for general information that the organisations mentioned below have been approved by the Central Government for the period mentioned against their names, for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) The notified Association shall maintain separate books of accounts for its research activities;
- (ii) The notified Association shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific and Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year;
- (iii) The notified Association shall submit, on behalf of the Central Government, to (a) the Director General of Income-tax (Exemptions), 10 Middleton Row, 5th Floor, Kolkatta-700071 (b) the Secretary, Department of Scientific and Industrial Research, and (c) the Commissioner of Income-tax/Director of Income-tax (Exemp-

tions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of section 35 of Income-tax Act, 1961 in addition to the return of income-tax to the designated Assessing officer.

S.No.	Name of the organisation approved	Period for which Notification is effective
1.	M/s. M.S. Swaminathan Research Foundation, Third Cross Road, Taramani Institutional Area, Chennai-600113	1-4-2001 to 31-3-2004

Notes: The notified Association is advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income-tax/Director of Income-tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 267/2002/(F. No. 203/58/2002/ITA-II)]

SANGEETA GUPTA, Director (ITA-II)

(आर्थिक कार्य विभाग)

नई दिल्ली, 11 सितम्बर, 2002

का.आ. 3135.—वित्त एवं कंपनी कार्य मंत्रालय, आर्थिक कार्य विभाग में 7450-225-11500 रुपए के वेतनमान में अनुभाग अधिकारी (बाह्य) के दो संवर्ग-बाह्य पदों को पदानुवर्तित किया जाता है और उन्हें सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 6500-200-10500 रुपए के वेतनमान में वित्त एवं कंपनी कार्य मंत्रालय के संवर्ग में केन्द्रीय सचिवालय सेवा के अनुभाग अधिकारी के संवर्ग पदों में सम्मिलित किया जाता है। इन दो पदों को नई रिक्तियों के रूप में माना जाएगा और इन्हें समय-समय पर यथासंशोधित केन्द्रीय सचिवालय सेवा नियम, 1962 के अनुसार कार्मिक तथा प्रशिक्षण विभाग के माध्यम से भरा जाएगा।

[सं. ए-12018/9/98-प्रशा. I]

ईश्वर चन्द काम्बोज, अवर सचिव

(Department of Economic Affairs)

New Delhi, the 11th September, 2002

S.O. 3135.—The two ex-cadre posts of Section Officer (Excluded) in the pay scale of Rs. 7450-225-11500 in the Ministry of Finance and Company Affairs, Department of Economic Affairs are down graded and encadred into the cadred posts of Section Officer of Central Secretariat Services in the cadre of Ministry of Finance and Company Affairs in the pay scale of Rs. 6500-200-10500 w c f. the date of publication of this notification in the Official Gazette. These two posts will be treated as fresh vacancies and will be filled up in accordance with the CSS Rules, 1962 as amended from time to time through DOPT.

[No A-12018/9/98-Ad-I]

I.C. KAMBOJ, Under Secy.

बैंकिंग प्रभाग

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3136.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध, फेडरल बैंक लिमिटेड पर 8 अप्रैल, 2004 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध इडावा विनियम चिराईकिल तालुक, त्रिवेन्द्रम जिला में सर्वे नं. 1745 में 5 सेन्ट्स भूमि की गैर-बैंककारी आस्ति की उसकी धारिता से है।

[फा. सं. 13/12/2002-बीओए]

डी. चौधरी, अवर सचिव

(Banking Division)

New Delhi, the 18th September, 2002

S.O. 3136.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 9 of the said Act shall not apply to the Federal Bank Ltd., for a period upto 8th April, 2004 in respect of its holding of non-banking assets of 5 Cents of Land in Survey No. 1745 situated at Edava Village, Chirayinkil Taluk, Trivandrum District

[F. No. 13/12/2002-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3137.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध, साउथ इंडियन बैंक लिमिटेड पर 13 मार्च, 2004 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध तिरुवाम्कुलम ग्राम, कनायान्नूर तालुक, एर्णाकुलम जिला में 8 सेन्ट्स भूमि की गैर-बैंककारी आस्ति की उसकी धारिता से है।

[फा. सं. 13/11/2002-बीओए]

डॉ. चौधरी, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3137.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 9 of the said Act shall not apply to the South Indian Bank Ltd for a period upto 13th March, 2004 in respect of its holding of non-banking assets of 8 Cents of Land situated at Thiruvamkulam Village, Kanayannur Taluk, Ernakulam District.

[F. No. 13/11/2002-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3138.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध, लार्ड कृष्णा बैंक लिमिटेड पर 3 मार्च, 2003 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध पुतेनवेलीकारा ग्राम, उत्तर परूर, एर्णाकुलम जिला में सर्वे नं. 307/1 बी में एकल फसल धान क्षेत्र की 2 एकड़ एवं 3 सेन्ट्स की गैर-बैंककारी आस्ति की उसकी धारिता से है।

[फा. सं. 13/10/2002-बीओए]

डॉ. चौधरी, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3138.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 9 of the said Act shall not apply to the Lord Krishna Bank Ltd. for a period upto 3rd March, 2003 in respect of its holding of non-banking asset of 2 acres and 3 cents of single crop paddy field in Survey No. 307/1 B in Puthenvelikkara Village, North Parur, Ernakulam District.

[F. No. 13/10/2002-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3139.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा 2 के उपबंध, युनाइटेड बैंक

ऑफ इंडिया, कलकत्ता पर 11 मार्च, 2004 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध गिरवीदार के रूप में कंपनी की 30 प्रतिशत से अधिक की चुकता पूंजी में मैसर्स एकमें इलेक्ट्रो इंडस्ट्रीज (प्रा.) लि. के शेयरों की अपनी धारिता से है।

[फा. सं. 15/5/95-बीओए]

डॉ. चौधरी, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3139.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India hereby declares that the provisions of sub-section 2 of Section 19 of the said Act shall not apply to United Bank of India, Calcutta for a period upto 11th March, 2004, in so far as they relate to its holding of the shares of M/s. Acme Electro Industries (P) Ltd. in excess of 30% of the paid up share capital of the company as pledgee.

[F No. 15/5/95-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 सितम्बर, 2002

का.आ. 3140.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की दिनांक 12 सितम्बर, 1992 को भारत के राजपत्र में प्रकाशित दिनांक 25 अगस्त, 1992 की अधिसूचना संख्या का. आ. 2364 का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पूर्व तन बातों के सिवाय, जिन्हें किया गया है या करने का लोप किया गया है, केन्द्रीय सरकार, एतद्वारा सरकार के राजपत्रित अधिकारियों के स्तर के समकक्ष अधिकारी होने पर निम्नलिखित सारणी के कालम (1) में उल्लिखित अधिकारियों को उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारियों के रूप में नियुक्त करती है, जो सारणी के कालम (2) में उल्लिखित सरकारी स्थानों के संबंध में उक्त अधिनियम के द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सौंपे गए कर्तव्यों को पूरा करेंगे :—

अधिकारी का पदनाम	सरकारी स्थानों की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं
1	2
मुख्य विधि अधिकारी, केन्द्रीय विधि विभाग, यूनियन बैंक ऑफ इंडिया, 239, विधान भवन मार्ग, नरीमन प्वाइंट, मुम्बई-400021	ग्रेटर मुम्बई तथा थाणे क्षेत्र में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
उप महाप्रबन्धक, आंचलिक कार्यालय, यूनियन बैंक ऑफ इंडिया, जीवन प्रकाश, 6/7 एलआईसी बिल्डिंग, शिवाजी नगर, पुणे-411005	महाराष्ट्र राज्य (ग्रेटर मुम्बई तथा थाणे क्षेत्र को छोड़कर) और गोवा राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
उप महाप्रबन्धक, आंचलिक कार्यालय, यूनियन बैंक ऑफ इंडिया, 172/1, प्रेमचन्द हाउस, ओल्ड होईकोर्ट वे, आश्रम रोड, अहमदाबाद-380009	गुजरात राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, द्वितीय तल, यूनियन बैंक भवन, स्टेशन रोड, काला घोड़ा के समीप, सायजी गंज, बड़ोदरा-390005	संघ राज्य क्षेत्र दमन में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, 1, जगन्नाथ प्लाट, प्रथम तल, रेडियो बिल्डिंग, डा. यागनिक रोड, राजकोट-360001	संघ राज्य क्षेत्र दीव में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
उप महाप्रबन्धक, आंचलिक कार्यालय, यूनियन बैंक ऑफ इंडिया, तीसरा तल, शहीद भगत सिंह प्लेस, बंगला साहेब मार्ग, गोल मार्किट, नई दिल्ली-110001	हरियाणा, पंजाब, जम्मू एवं कश्मीर, हिमाचल प्रदेश राज्यों तथा दिल्ली संघ राज्य क्षेत्र में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।

1	2
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, एसडीएम अस्पताल परिसर, भवानी सिंह मार्ग, बापूनगर, 02015	राजस्थान के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
उप महाप्रबन्धक, आंचलिक कार्यालय, यूनियन बैंक ऑफ इंडिया, गंगोतरी कम्प्लेक्स, प्रथम तल, भद्रभड़ा रोड, टी टी नगर, भोपाल-462003	मध्य प्रदेश राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, यूनियन बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय, दूसरा तल, शारदा टावर, अलीगंज, कपूरथला कम्प्लेक्स, लखनऊ-226020	उत्तर प्रदेश राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, यूनियन बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय, चित्रकूट विल्डिंग, तीसरा तल, 230ए, एजेसी बोस रोड, कोलकाता-700020	पश्चिम बंगाल राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, जीएनबी रोड, चांदमणि, गुवाहाटी	असम, त्रिपुरा, मेघालय राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, प्लॉट सं. 3/1ए, सिविक सेन्टर, आईआरसी विलेज, नयापल्ली, भुवनेश्वर	उड़ीसा राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, यूनियन बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय, नशेमान भवन, प्रथम तल, भजरूल हक पथ, पटना-800001	बिहार राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, चंद्रकिरण, प्रथम तल, 10-ए कस्तूरबा रोड, बेंगलूर-560001	कर्नाटक राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, यूनियन बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय, लता कम्प्लेक्स, दूसरा तल, "जसबाहग" नामपल्ली, हैदराबाद-500001	आंध्र प्रदेश राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, 139 ब्राडवे, चेन्नई-600018	तमिलनाडु राज्य के सभी जिलों तथा पांडिचेरी संघ राज्य क्षेत्र में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।
क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूनियन बैंक ऑफ इंडिया, एमजी रोड, त्रिवेन्द्रम-695001	केरल राज्य के सभी जिलों में यूनियन बैंक ऑफ इंडिया का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया अवस्थित स्थान।

[फ. सं. 13/13/2002-बीओए]

डॉ. चौधरी, अवर सचिव

New Delhi, the 18th September, 2002

S.O. 3140.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs (Banking Division), No. S.O. 2364, dated the 25th August, 1992 published in the Gazette of India, dated the 12th September, 1992 except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of Gazetted Officers of Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table.

Designation of the Officer	Categories of Public Premises and local limits of jurisdiction
1	2
Chief Law Officer, Central Law Department, Union Bank of India, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in Greater Bombay and Thane region.
Deputy General Manager, Zonal Office, Union Bank of India, Jeevan Prakash, 6/7 LIC Building, Shivaji Nagar, Pune-411005	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Maharashtra (other than Greater Bombay and Thane region) and goa.
Deputy General Manager, Zonal Office, Union Bank of India, 172/1, Premchand House, Old High Court Way, Ashram Road, Ahmedabad-380009	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Gujarat.
Regional Manager, Regional Office, Union Bank of India, 2nd Floor, Union Bank Bhavan, Station Road, Near Kala Ghoda, Sayajigunj, Baroda-390005	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in the Union Territory of Daman.
Regional Manager, Regional Office, Union Bank of India, 1, Jagannath Plot, 1st Floor, Radia Building, Dr. Yagnik Road, Rajkot-360001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in the Union Territory of Diu.
Deputy General Manager, Zonal Office, Union Bank of India, 3rd Floor, Shahid Bhagat Singh Place, Bangla Sahib Marg, Gole Market, New Delhi-110001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in the State of Haryana, Punjab, Jammu and Kashmir, Himachal Pradesh and Union Territory of Delhi.
Regional Manager, Regional Office, Union Bank of India, S D M Hospital Premises, Bhavani Singh Marg, Bapunagar, Jaipur-302015	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Rajasthan.
Deputy General Manager, Zonal Office, Union Bank of India, Gangotri Complex, 1st Floor, Bhadabada Road, TT Nagar, Bhopal-462 003	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Madhya Pradesh.
Regional Manager, Union Bank of India, Regional Office, 2nd Floor, Sharada Tower, Aliganj, Kapurthala Complex, Lucknow-226 020	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Uttar Pradesh.
Regional Manager, Union Bank of India, Regional Office, Chitrakoot building, 3rd Floor, 230A, A.J.C. Bose, Road, Kolkata-700 020	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of West Bengal.
Regional Manager, Regional office, Union Bank of India, G N B. Road, Chandmari, Gauhati-781 003	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Assam, Tripura, Meghalaya.

1	2
Regional Manager, Regional Office, Union Bank of India, Plot No. 3/1A, Civic Centre, IRC Village, Nayapalli, Bhubneshwar-751 015	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Orissa.
Regional Manager, Union Bank of India, Regional Office, Nasheman Bhawan, 1st Floor, Bhajharul Hak Path, Patna-800001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Bihar.
Regional Manager, Regional Office Union Bank of India, Chanderkiran, 1st Floor, 10-A Kasturba Road, Bangalore-560001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all the districts of the State of Karnataka.
Regional Manager, Union Bank of India, Regional Office, Lata Complex, 2nd Floor, 'JUSBAHG' Nampally, Hyderabad-500 001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all the districts of the State of Andhra Pradesh.
Regional Manager, Regional Office, Union Bank of India, 139, Broadway, Chennai-600 018.	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Tamil Nadu and in the Union Territory of Pondicherry.
Regional Manager, Regional Office, Union Bank of India, M.G. Road, Trivandrum-695001	Premises belonging to or taken on lease by or on behalf of the Union Bank of India in all districts in the State of Kerala.

[F. No. 13/13/2002-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 19 सितम्बर, 2002

का.आ. 3141.— भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 17 की उपधारा (4बीबी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, एतद्द्वारा बैंक आफ अमेरिका सिक्योरिटीज (इंडिया) प्रा. लि. और स्टैंडर्ड चार्टर्ड-यूटीआई सिक्योरिटीज इंडिया प्राइवेट लि. नामक वित्तीय संस्थाओं को उक्त उपधारा के उद्देश्य के लिए कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत पंजीकृत कंपनी के रूप में अधिसूचित करती है।

[फा. सं. 13/9/2002-बीओए]

डी. चौधरी, अवर सचिव

New Delhi, the 19th September, 2002

S.O. 3141.—In exercise of the powers conferred by Sub-section(4-BB) of Section 17 of the Reserve Bank of India Act, 1934 (2 of 1934) the Government of India hereby notifies the financial institutions known as Bank of America Securities (India) Pvt. Ltd. and Standard Chartered-UTI Securities India Private Ltd. as companies registered under the Companies Act, 1956 (1 of 1956) for the purpose of the said sub section.

[F. No. 13/9/2002-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 20 सितम्बर, 2002

का.आ. 3142.— बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा 2 के उपबंध, यूनाइटेड बैंक ऑफ इंडिया, कलकत्ता पर 25 जुलाई, 2003 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध गिरवीदार के रूप में कंपनी की 30 प्रतिशत से अधिक की चुकता पूंजी में मैसर्स एस्कल इलेक्ट्रो इंडस्ट्रीज (प्रा.) लि. के शेयरों की अपनी धारिता से है।

[फा. सं. 15/2/96-बीओए]

डी. चौधरी, अवर सचिव

New Delhi, the 20th September, 2002

S.O. 3142.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of sub-section 2 of Section 19 of the said Act shall not apply to United Bank of India, Calcutta for a period upto 25th July, 2003, in so far as they relate to its holding of the shares of M/s. Escal India (P.) Ltd. In excess of 30% of the paid up share capital of the company as pledgee.

[F. No. 15/2/96-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 27 सितम्बर, 2002

का.आ. 3143.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) का धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध, प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उप-धारा (1) के अंतर्गत स्थापित किए गए क्षेत्रीय ग्रामीण बैंकों पर उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध 31 मार्च, 2002 और 2003 को समाप्त वर्षों के लिए उनके तुलन-पत्रों और लाभ-हानि विवरण तथा उन पर लेखा परीक्षकों की रिपोर्ट के प्रकाशन से है।

[फा. सं. 8-6/87-आरआरबी]

एस.के. ठाकुर, अवर सचिव

New Delhi, the 27th September, 2002

S.O. 3143.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declare that the provisions of Section 31 of the said Act shall not apply to the Regional Rural Banks established under sub-section (1) of the Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) in so far as the said section requires the publication of their balance sheets and profit and loss accounts together with the Auditor's reports thereon in respect of the years ending 31st March, 2002 and 31st March, 2003.

[F. No. 8-6/87-RRB]

S. K. THAKUR, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 सितम्बर, 2002

का.आ. 3144.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1.	आईएस. 774 : 1984	संशोधन सं. 4 मई 2002	2002-05-31
2.	आईएस. 874 : 1992	संशोधन सं. 1 जुलाई 2002	2002-07-31

1	2	3	4
3.	आईएस. 996 : 1979	संशोधन सं. 3 जून 2002	2002-06-30
4.	आईएस. 1216 : 1978	संशोधन सं. 2 मई 2002	2002-05-31
5.	आईएस. 1679 : 1960	संशोधन सं. 1 जुलाई 2002	2002-07-31
6.	आईएस. 1757 : 1988	संशोधन सं. 1 जुलाई 2002	2002-07-31
7.	आईएस. 1786 : 1985	संशोधन सं. 2 मई 2002	2002-05-31
8.	आईएस. 3087 : 1985	संशोधन सं. 7 जुलाई 2002	2002-07-31
9.	आईएस. 3652 : 1995	संशोधन सं. 2 मई 2002	2002-05-31
10.	आईएस. 3854 : 1997	संशोधन सं. 2 मई 2002	2002-05-31
11.	आईएस. 3906 : 1995	संशोधन सं. 1 मई 2002	2002-05-31
12.	आईएस. 4655 : 1968	संशोधन सं. 1 जून 2002	2002-06-30
13.	आईएस. 4658 : 1988	संशोधन सं. 2 मई 2002	2002-05-31
14.	आईएस. 4990 : 1993	संशोधन सं. 2 जुलाई 2002	2002-07-31
15.	आईएस. 5504 : 1997	संशोधन सं. 1 मई 2002	2002-05-31
16.	आईएस. 5539 : 1969	संशोधन सं. 3 जुलाई 2002	2002-07-31
17.	आईएस. 5975 : 1970	संशोधन सं. 1 जुलाई 2002	2002-07-31
18.	आईएस. 5982 : 1970	संशोधन सं. 1 जुलाई 2002	2002-07-31
19.	आईएस. 6287 : 1985	संशोधन सं. 1 मई 2002	2002-05-31
20.	आईएस. 8698 : 1984	संशोधन सं. 1 मई 2002	2002-05-31
21.	आईएस. 9798 : 1995	संशोधन सं. 2 मई 2002	2002-05-31
22.	आईएस. 10810 (भाग 33) : 1984	संशोधन सं. 1 जुलाई 2002	2002-07-31
23.	आईएस. 11548 : 1986	संशोधन सं. 1 जून 2002	2002-06-30
24.	आईएस. 11639 : (भाग 3) : 1996	संशोधन सं. 1 मई 2002	2002-05-31
25.	आईएस. 11879 : 1986	संशोधन सं. 2 मई 2002	2002-05-31
26.	आईएस. 12161 : 1987	संशोधन सं. 1 मई 2002	2002-05-31
27.	आईएस. 12823 : 1990	संशोधन सं. 4 जुलाई 2002	2002-07-31
28.	आईएस. 12906 : 1990	संशोधन सं. 1 जुलाई 2002	2002-07-31
29.	आईएस. 12923 : 1990	संशोधन सं. 1 जुलाई 2002	2002-07-31
30.	आईएस. 12924 : 1990	संशोधन सं. 1 जुलाई 2002	2002-07-31
31.	आईएस. 13340 : 1993	संशोधन सं. 2 जून 2002	2002-06-30
32.	आईएस. 13341 : 1992	संशोधन सं. 1 जून 2002	2002-06-30
33.	आईएस. 13498 : 1997	संशोधन सं. 1 मई 2002	2002-05-31
34.	आईएस. 13547 (भाग 1) : 1993/ आईएसओ 9409-1 : 1988	संशोधन सं. 1 मई 2002	2002-05-31
35.	आईएस. 13585 (भाग 1) : 1994	संशोधन सं. 1 जून 2002	2002-06-30

1	2	3	4
36.	आईएस. 13953 : 1994	संशोधन सं. 1 जुलाई 2002	2002-07-31
37.	आईएस. 14682 : 1999	संशोधन सं. 1 जून 2002	2002-06-30
38.	आईएस. 14812 : 2000	संशोधन सं. 1 जून 2002	2002-06-30

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. के.प्र.वि.-1/13 : 5]

हरचरण सिंह, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 25th September, 2002

S.O. 3144.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued.

SCHEDULE

Sl. No. & Year of the No. Indian Standards	No. & Year of the amendment	Date from which the amendment shall have effect	
1	2	3	4
1	IS 774 : 1984	Amendment No. 4 May 2002	2002-05-31
2	IS 874 : 1992	Amendment No. 1 July 2002	2002-07-31
3	IS 996 : 1979	Amendment No. 3 June 2002	2002-06-30
4	IS 1216 : 1978	Amendment No. 2 May 2002	2002-05-31
5	IS 1679 : 1960	Amendment No. 1 July 2002	2002-07-31
6	IS 1757 : 1988	Amendment No. 1 July 2002	2002-07-31
7	IS 1786 : 1985	Amendment No. 2 May 2002	2002-05-31
8	IS 3087 : 1985	Amendment No. 7 July 2002	2002-07-31
9	IS 3652 : 1995	Amendment No. 2 May 2002	2002-05-31
10	IS 3854 : 1997	Amendment No. 2 May 2002	2002-05-31
11	IS 3906 : 1995	Amendment No. 1 May 2002	2002-05-31
12	IS 4655 : 1968	Amendment No. 1 June 2002	2002-06-30
13	IS 4658 : 1968	Amendment No. 2 May 2002	2002-05-31
14	IS 4990 : 1993	Amendment No. 2 July 2002	2002-07-31
15	IS 5504 : 1997	Amendment No. 1 May 2002	2002-05-31
16	IS 5539 : 1969	Amendment No. 3 July 2002	2002-07-31
17	IS 5975 : 1970	Amendment No. 1 July 2002	2002-07-31

1	2	3	4
18.	IS 5982 : 1970	Amendment No. 1 July 2002	2002-07-31
19.	IS 6287 : 1985	Amendment No. 1 May 2002	2002-05-31
20.	IS 8698 : 1984	Amendment No. 1 May 2002	2002-05-31
21.	IS 9798 : 1985	Amendment No. 2 May 2002	2002-05-31
22.	IS 10810 (Pt 33) : 84	Amendment No. 1 July 2002	2002-07-31
23.	IS 11548 : 1986	Amendment No. 1 June 2002	2002-06-30
24.	IS 11639 (Pt 3) : 96	Amendment No. 1 May 2002	2002-05-31
25.	IS 11879 : 1986	Amendment No. 2 May 2002	2002-05-31
26.	IS 12161 : 1987	Amendment No. 1 May 2002	2002-05-31
27.	IS 12823 : 1990	Amendment No. 4 July 2002	2002-07-31
28.	IS 12906 : 1990	Amendment No. 1 July 2002	2002-07-31
29.	IS 12923 : 1990	Amendment No. 1 July 2002	2002-07-31
30.	IS 12924 : 1990	Amendment No. 1 July 2002	2002-07-31
31.	IS 13340 : 1993	Amendment No. 2 June 2002	2002-06-30
32.	IS 13341 : 1992	Amendment No. 1 June 2002	2002-06-30
33.	IS 13498 : 1997	Amendment No. 1 May 2002	2002-05-31
34.	IS 13547 (Pt 1) 93/ISO 9409-1 : 1988	Amendment No. 1 May 2002	2002-05-31
35.	IS 13585 (Pt 1) : 94	Amendment No. 1 June 2002	2002-06-30
36.	IS 13953 : 1994	Amendment No. 1 July 2002	2002-07-31
37.	IS 14682 : 1999	Amendment No. 1 June 2002	2002-06-30
38.	IS 14812 : 2000	Amendment No. 1 June 2002	2002-06-30

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram

[No. CMD-I/13 : 5]

HARCHARAN SINGH, Addl. Director General

नई दिल्ली, 25 सितम्बर, 2002

का.आ. 3145.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिमूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्र. सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनु. वर्ष
1	2	3	4	5	6		
1.	6320048	2002-03-08	मैसर्स मिलेनियम एक्वा मिनरल्स, 1/125-सी मुथोली पंचायत, मीनाचिल तालुक, जिला कोट्टयम-686 573	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543		98

1	2	3	4	5	6	7
2.	6320149	2002-03-27	मैसर्स क्रोना सेल्स इंटरनेशनल, 570/586, कटिजेपलाया, श्रीगंदादा कावल्, बंगलौर-560 091	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
3.	6320250	2002-03-27	मैसर्स डॉक्टर्स ड्रिंकिंग वाटर, 14-2-638 से 640, सम्मुख आन्ध्रा बैंक, फर्स्ट लेन, मलकपेट, हैदराबाद- 500 036	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
4.	6320351	2002-03-27	मैसर्स नागार्जुन कन्स्ट्रक्शन कम्पनी लि., 296/7/9, आईडीए, बोलाराम, जिन्नाराम मंडल, मेडक जिला-502 325	5 लिटर से अनधिक जल क्षमता वाली अल्पदाब द्रवणीय गैसों के लिए वेल्डकृत अल्पकार्बन इस्पात के सिलिंडर	07142	95
5.	6320452	2002-03-27	मैसर्स बेस्ट इंजीनियरिंग कम्पनी, 146/65, एलान्गो नगर, के.आर. पुरम, कोयम्बतूर-641 006	निमज्जनीय पम्पसेट	08034	89
6.	6320553	2002-03-27	मैसर्स ओम विनायक इंटर- प्राइसेज, 104-2, कप्पु- लुप्पाडा गाँव, भिमिली मंडल, विंशाखापटनम	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
7.	6320654	2002-03-27	मैसर्स गद्यत्री एक्वा इंडस्ट्रीज पेरापुरम (गाँव), पूसापति रेगा (मंडल), एनएच 5, बिजियानगरम जिला (आ.प्र.)	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
8.	6320755	2002-03-27	मैसर्स कामत मिनरल वाटर, अर्थांमुरु, ई.जी. जिला, मन्डापेट मंडल, आ.प्र.	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
9.	6320856	2002-04-03	मैसर्स मागुज मेटल्स प्रा.लि., लिंगोजीगुडन (गाँव), चौटुप्पल मंडल, नलगौंडा जिला आ.प्र.	जिंक सल्फेट हैप्टाहाइड्रेट, कृषि ग्रेड	08249	94
10.	6320957	2002-03-27	मैसर्स मग फास्ट बेवरेजिज, 22-8-555/162, चाट्टय बाजार एक्स रोड, हैदराबाद 500 002	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
11.	6321050	2002-04-05	मैसर्स एम्.आर. इंटरनेशनल्स, एम. नं. 274, अंगडु, गाँव, चोलवराम, पौन्नेरी तालुक, तिरुवेल्लूर जिला 600 067	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
12.	6321151	2002-03-27	मैसर्स मातवाहन इंडस्ट्रीज के अग्रहम गाँव, जगयापेट मंडल, कृष्णा जिला आ.प्र.	43 ग्रेड साधारण पोर्टलैंड सीमेंट	08112	89

1	2	3	4	5	6	7
13.	6321252	2002-04-08	मैसर्स गणेश ज्वेलर्स एंड ज्वेलर्स, 335/28, 1 & 2, 10वां क्रॉस, फर्स्ट 'एन' ब्लॉक, 19वां मेन रोड, राजाजी नगर, बंगलौर 560010	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
14.	6321353	2002-04-04	मैसर्स श्री साई इंडस्ट्रीज लि., 146, ए आई ई, पेडागन्थाडा, समीप गजवाका, विशाखापटनम 530 044	पोर्टलैंड धातुमल सीमेंट	00455	89
15.	6321454	2002-04-04	मैसर्स श्री साई इंडस्ट्रीज लि., 146, ए आई ई, पेडागन्थाडा, समीप गजवाका, विशाखापटनम 530 044	43 ग्रेड साधारण पोर्टलैंड सीमेंट	08112	89
16.	6321555	2002-03-27	मैसर्स कृष्णाप्रिया सीमेंट्स (प्रा.) लि., यूनिट-II नल्ला- बधगुडम, कोड्ड मंडल, नलगौडा जिला, आन्ध्र प्रदेश	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	87
17.	6321656	2002-04-05	मैसर्स केरीज पाइप्स एंड ट्यूब्स (प्रा.) लि., 88, 89, 120, सिडको इंडस्ट्रियल एस्टेट, मालुमिल्वमपति (पीओ), कोयम्बतूर 641 021	पानी के भण्डार हेतु प्लास्टिक की टंकियाँ	12701	96
18.	6321757	2002-04-04	मैसर्स शिव गंगा एक्वा प्रॉडक्ट्स, दोन्त्रेड्डी कॉम्प्लेक्स, समीप टोल गेट, बाईपास रोड, तेडेपल्ली, गुन्टूर जिला 522501	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
19.	6321858	2002-04-05	मैसर्स मेहल बेवरेजिज, 19-2-637 & 638 दूध बॉक्ली, चिनागदिली (एम), हैदराबाद 500 002	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
20.	6321959	2002-03-27	मैसर्स टूबुड्स प्रा.लि., एस. नं. 14/4, तलारिवणिपालेम(गाँव), अगनमपुडि, गजुवाका मंडल, विशाखापटनम जिला 530 046	परतचढ़ी सजावटी प्लाईवुड	01328	96
21.	6322052	2002-04-10	मैसर्स बालाजी प्रेशर वेस्सल्स लि., 26/ए, एसबीसीआई एस्टेट, आईडीए, जीडिमेटला, हैदराबाद 500 055	अल्पदाब द्रवमान गैसों के लिए 5-लिटर से अधिक जल क्षमता वाले वेलिडेटेड अल्पकार्बन इस्पात के सिलिंडर भाग 1 द्रवित पेट्रोलियम गैस (एलपीजी) के लिए सिलिंडर	03196	01 92

1	2	3	4	5	6	7
22.	6322153	2002-04-10	मैसर्स क्लासिक वॉटर प्रॉडक्ट्स (प्रा.) लि., आर.एस. पं. 189/2, औरोविल्ले मेन रोड, इडायनचावाड़ि थिरुचिन्नमबालम वेनूर तालुक 605 101	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
23.	6322254	2002-04-12	मैसर्स लाइट कंटेनर्स प्रा. लि., 55 ई साइट नं. 9, विलान कुरिची रोड, विलाकुरिची कोयम्बतूर 641035	5-लिटर से अधिक जल भाप वाले द्रवित पेट्रोलियम गैस (एलपीजी) सिलिंडरों के साथ इस्तेमाल के लिए काल्व फिटिंग	08737	95
24.	6322355	2002-04-08	मैसर्स यूनाइटेड ब्लूमेन डवलपमेंट ट्रस्ट, जोसेफ हाउस, नजरथपेठ, पी.ओ. पालनजोर चेन्नई-602 103	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
25.	6322456	2002-04-11	मैसर्स दि रिबर वॉटर प्रॉडक्ट्स, 381/1-3-2, पिडागन गाँव त्रिचे मेन रोड, विल्लुपुरम 605 401	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
26.	6322557	2002-04-12	मैसर्स रिलायंस इंस्ट्रुमेंट्स कारपोरेशन, 51-ए, बजानी कॉयल स्ट्रीट, पत्रावक्कम, अम्बातूर इंडस्ट्रियल एस्टेट, चेन्नई 600 098	भाप स्टेरलाइजर्स भाग 3 दाब वाले	03829	03 85
27.	6322658	2002-04-10	मैसर्स एस एण्ड एस इंडस्ट्रीज 10/52 ई, मय्यनाड पंचायत, उमायनाल्लूर पी.ओ., कोल्लम जिला-691 589	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
28.	6322759	2002-04-09	मैसर्स एनेक्कोन सिस्टम्स प्रा.लि., 23, केएचबी लाईट इंडस्ट्रीज एरिया, येलेहन्का, बंगलौर-560 064	ए सी स्थैतिक वाट घंटा मीटर, वर्ग 1 और 2	13779	93
29.	6322860	2002-04-12	मैसर्स राशि मिनरल वॉटर, 13, अरंगलगौव, कीरापक्कम पंचायत, कौंचीपुरम जिला-603 209	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
30.	6322961	2002-04-10	मैसर्स किरनमयी सीमेंट, प्लॉट नं. 69, आईडीए, वीटी पालेम, मिरयालगूडा, नलगौडा जिला आन्ध्र प्रदेश 508 207	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	87
31.	6323054	2002-04-08	मैसर्स नीलकण्ठ ज्वेलर्स, नं. 5, रिचमॉण्ड प्लाजा, रिचमॉण्ड रोड, बंगलौर 560 025	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/सिल्वकारी-शुद्धता एवं मुहरांकन-विशिष्ट	01417	99

1	2	3	4	5	6	7
32.	6323155	2002-03-27	मैसर्स श्री दिव्या मोहन एग्रीटेक (प्रा) लि., आर.एस. नं. 414, पी तुंगापाडु, राजनगरम मण्डल, पूर्वी गोदावरी जिला	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
33.	6323256	2002-04-08	मैसर्स जयकुमारी मिनरल वॉटर प्रॉडक्ट्स (प्रा) लि., एस. नं. 97/61 बोरावणिपालेम (गाँव) चिनाजदिली (मण्डल) विशाखापटनम	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
34.	6323357	2002-04-11	मैसर्स एशियन पम्पस, 15/ए, दूसरा फेस, पीन्या इंडस्ट्रियल एरिया, बंगलौर-560 058	निम्नजनीय पम्पसेट	08034	89
35.	6323458	2002-04-22	मैसर्स नन्दिनी वॉटर इंडस्ट्री, एच. नं. 1-5-80, मुशीराबाद, हैदराबाद 500 048	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
36.	6323559	2002-04-23	मैसर्स यूनीप्लाई इंडस्ट्रीज लि., 69, नेलवेली गाँव, उत्तीरामपुर तालुक, काँचीपुरम जिला 603107	सामान्य प्रयोजन हेतु प्लाईबुड	00303	89
37.	6323660	2002-02-12	मैसर्स सिग्लाइट (इंडिया) प्रा. लि., बी-167, दूसरी स्टेज, पीन्या इंडस्ट्रियल एम्पेट, बंगलौर 560 058	मोटरसाइकिल चालकों के लिए संरक्षी हेल्मेट	04151	93
38.	6323761	2002-04-22	मैसर्स धान्ना मालिगाई, 79 और 81, फर्स्ट फ्लोर, कोसाकडई स्ट्रीट, पोंडिचेरी 605 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-विशिष्ट	01417	99
39.	6323862	2002-04-26	मैसर्स सबोल एसोसिएट्स, 466, माराकडु, थोर्टम, नल्लुरवयल, करुन्यापोस्ट, सिरुवनी कोयम्बतूर 641 114	पैकेज पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	98
40.	6323963	2002-04-30	मैसर्स ओमनी अगेट सिस्टम्स प्रा. लि., 1 और 2 फ्लोर, एम. एन. काम्पलेक्स, 99 ग्रीमस रोड, चेन्नई 600 006	ए सी स्थैतिक घाट घंटा मीटर, वर्ग 1 और 2	13779	93

[सं० के.प्र०वि०-1/13 :11]

हरचरण सिंह, अपर महानिदेशक

New Delhi, the 25th September, 2002

S.O. 3145.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative Date (Year/Month)	Name & Address of the Party	Title of the Standard	IS No.	Part Sec.	Year
1	2	3	4	5	6		7
1	6320048	2002-03-08	M/s. Millennium Aqua Minerals, 1/125-C, Mutholy Panchayath, Meenachil Taluk, District Kottayam-686 573.	Packaged drinking water (other than packaged natural mineral)	14543		98
2	6320149	2002-03-27	M/s. Krona Sales, International, 570/586, Kattigepalaya, Srigandada Kavalu, Bangalore-560091.	Packaged drinking water (other than packaged natural mineral)	14543		98
3	6320250	2002-03-27	M/s. Doctor's Drinking Water, 14-2-638 to 640, Opp. Andhra Bank, First Lane, Malakpet, Hyderabad-500 036.	Packaged drinking water (other than packaged natural mineral)	14543		98
4	6320351	2002-03-27	M/s. Nagarjuna Construction Company Ltd. 296/7/9, IDA, Bollaram, Jinnaram Mandal, Medak-502325.	Welded low carbon steel gas cylinders for low pressure liquefiable gases not exceeding 5 litre water capacity	07142		95
5	6320452	2002-03-27	M/s. Best Engineering Company, 146/65, Elango Nagar, K.R. Puram, Coimbatore-641 006.	Submersible pumpsets	08034		89
6	6320553	2002-03-27	M/s. Om Vinayaka Enterprises, 104-2, Kappuluppada Village, Bhimili Mandal, Visakhapatnam.	Packaged drinking water (other than packaged natural mineral)	14543		98
7	6320654	2002-03-27	M/s. Gayatri Acqua Industries Perapuram (Village), Poosapati Rega (Mandal), NH-5, Vizianagaram District (A.P.)	Packaged drinking water (other than packaged natural Mineral)	14543		98
8	6320755	2002-03-27	M/s. Kamat Mineral Water, Arthamuru, E.G. Distt., Mandapeta Mandai, A.P.	Packaged drinking water (other than packaged natural mineral)	14543		98
9	6320856	2002-04-03	M/s. Magus Metals Pvt. Ltd. Lingoijigudan (Village), Chowtuppall (Mandal), Nalgonda District, A.P.	Zinc sulphate, Heptahydrate, agricultural grade.	08249		94

1	2	3	4	5	6	7	8
10.	6320957	2002-03-27	M/s. Mag Fast Beverages, 22-8-555/162, Chatta Bazar Road, Hyderabad-500 002.	Packaged drinking water (other than packaged natural mineral).	14543		98
11.	6321050	2002-04-05	M/s. S.R. Internationals, S. No. 274, Angadu Village, Cholavaram, Ponneri Taluk, Thiruvallur District-600 067.	Packaged drinking water (other than packaged natural mineral)	14543		98
12.	6321151	2002-03-27	M/s. Sathavahana Industries K. Agraharam Village, Jaggayyapet Mandal, Krishna District, A.P.	43 grade ordinary Portland cement.	08112		89
13.	6321252	2002-04-08	M/s. Ganesh Jewellers & Diamonds, 335/28, 1 & 2, 10th Cross, 1st 'N', Block, 19th Main Road, Rajaji Nagar, Bangalore-560 010.	Gold and gold alloys, jewellery/artefacts - Fineness and marking Specification.	01417		99
14.	6321353	2002-04-04	M/s. Sri Sai Industries Ltd. 146, AIE, Pedagantyada, Near Gujawaka, Visakhapatnam-530 044	Portland slag cement	00455		89
15.	6321454	2002-04-04	M/s. Sri Sai Industries Ltd. 146, AIF, Pedagantyada, near Gujawaka, Visakhapatnam-530 044	43 grade ordinary Portland cement.	08112		89
16.	6321555	2002-03-27	M/s. Krishnapriya Cements(P) Ltd., Unit-II, Nallabandagudam, Kodad Mandal., Nalgonda District, Andhra Pradesh	53 grade ordinary Portland cement.	12269		87
17.	6321656	2002-04-05	M/s. Carris Pipes and Tubes (Pvt.) Ltd. 88, 89, 120, SIDCO Industrial, Estate, Malumithampathi (P.O.), Coimbatore-641 021.	Rotational moulded polyethylene water storage tanks.	12701		96
18.	6321757	2002-04-04	M/s. Siva Ganga Aqua Products, Donthireddy Complex, near Tole Gate, Bypass Road, Tedepalli, Guntur, Dist.-522 501	Packaged drinking water (other than packaged natural mineral)	14543		98
19.	6321858	2002-04-05	M/s. Nehal Beverages, 19-2-637 & 638, Doodh Bowli, Chinagadili (M), Hyderabad-500 002.	Packaged drinking water (other than packaged natural mineral)	14543		98
20.	6321959	2002-03-27	M/s. Truwoods Pvt. Ltd. S. No. 14/4, Talarivanipalem (V), Aganampudi, Gujuwaka Mandal, Visakhapatnam, District-530 046.	Veneered decorative plywood	01328		96

1	2	3	4	5	6	7	8
21.	6322052	2002-04-10	M/s. Balaji Pressure Vessels Ltd., 26/A, SVCI Estate, IDA, Jeedimetla, Hyderabad-500 055.	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases : Part 1, Cylinders for Liquefied Petroleum Gas (LPG).	03196	01	92
22.	6322153	2002-04-10	M/s. Classique Water Products (P), Ltd., R.S. No. 189/2, Auroville Main RD Edayanchavadi, Thuruchitrabalam, Vanur Taluk-605 101.	Packaged drinking water (other than packaged natural mineral).	14543		98
23.	6322254	2002-04-12	M/s. Lite Containers Pvt. Ltd., 55E, Site No. 9, Vilan Kurichi Road, Vilankurichi, Coimbatore-641 0350.	Valve fittings for use with Liquefied Petroleum Gas (LPG) cylinders of more than 5-litre water capacity.	08737		95
24.	6322355	2002-04-08	M/s. United Women Development Trust, Joseph's House, Nazarethpet P.O., Palanjoor, Chennai-602 103.	Packaged drinking water (other than packaged natural mineral).	14543		98
25.	6322456	2002-04-11	M/s. The River Water Products, 381/1-3-2, Pidagan Village, Trichy Main Road, Villupuram-605 401.	Packaged drinking water (other than packaged natural mineral).	14543		98
26.	6322557	2002-04-12	M/s. Reliance Instruments Corporation, 51-A, Bajani Koil Street, Patravakkam, Ambattur Industrial Estate, Chennai-600 098.	Steam sterilizers— Part 3 : Pressure sterilizers, vertical cylindrical type.	03829	03	85
27.	6322658	2002-04-10	M/s. S & S Industries, X/52E, Mayyanad-panchayath, Umayanalloor PO., Kollam District-691 589.	Packaged drinking water (other than packaged natural mineral).	14543		98
28.	6322759	2002-04-09	M/s. Enercon Systems Pvt. Ltd., 23, KHB Light Industries Area, Yelehanka, Bangalore-560 064.	AC Static Watthour meters, class 1 and 2.	13779		93
29.	6322860	2002-04-12	M/s. Rasi Mineral Water, 13, Arangal Village, Keerapakkam Panchayat, Kancheepuram Distt. - 603 209.	Packaged drinking water (other than packaged natural mineral).	14543		98
30.	6322961	2002-04-10	M/s. Kiranmayi Cement Plot No. 69, IDA, VT Palem, Mirvalaguda, Nalgonda District, Andhra Pradesh-508 207.	53 grade ordinary Portland cement.	12269		87

1	2	3	4	5	6	7	8
31.	6323054	2002-04-08	M/s. Neelkanth Jewellers, No. 5, Richmond Piazza, Richmond Road, Bangalore-560 025.	Gold and Gold alloys, jewellery/artefacts— Fineness and marking— Specification.	01417		99
32.	6323155	2002-03-27	M/s. Sri Divya Mohana Agri Tech (P) Ltd., R.S. No. 414, P. Tungapadu, Rajana- garam Mandal, East Godavari District.	Packaged drinking water (other than packaged natural mineral).	14543		98
33.	6323256	2002-04-08	M/s. Jayakumari Mineral Water Products Pvt. Ltd., S. No. 97/61, Boravanipalem, (V), Chinagadili (M), Visakhapatnam.	Packaged drinking water (other than packaged natural mineral).	14543		98
34.	6323357	2002-04-11	M/s. Asian Pumps, 15/A, 2nd Phase, Peenya Industrial Area, Bangalore-560 058.	Submersible pumpsets.	08034		89
35.	6323458	2002-04-22	M/s. Nandini Water Industry, H.No. 1-5-80, Musheerabad, Hyderabad-500 048.	Packaged drinking water (other than packaged natural mineral).	14543		98
36.	6323559	2002-04-23	M/s. Uniply Industries Ltd. 69, Nelveli Village, Uttiramarur Taluk, Kanchipuram District-603 107.	Plywood for general purposes.	00303		89
37.	6323660	2002-04-12	M/s. Ciglite (India) Pvt. Ltd., B-167, Second Stage, Peenya Industrial Estate, Bangalore-560 058.	Protective helmets for scooter and motorcycle riders.	04151		93
38.	6323761	2002-04-22	M/s. Thanga Maaligai, 79 & 81, First Floor, Kosakadai Street, Pondicherry-605 001	Gold and gold alloys, jewellery/artefacts— Fineness and marking— Specification.	01417		99
39.	6323862	2002-04-26	M/s. Sabol Associates, 466, Marakadu Thottam, Nallurvayal, Karunya Post, Siruvani, Coimbatore- 641 114.	Packaged drinking water (other than packaged natural mineral)	14543		98
40.	6323963	2002-04-30	M/s. Omni Agate Systems Pvt. Ltd., I & II Floor, M.N. Complex, 99 Greams Road, Chennai-600 006.	AC Static watt-hour meters, class 1 and 2.	13779		99

[No. CMD-I/13 : 11]

HARCHARAN SINGH, Addl. Director General

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 सितम्बर, 2002

क्र. आ. 3146.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में अनुसूची के स्तम्भ (2) में उल्लिखित क्षेत्रों की बाबत उत्तर प्रदेश राज्य में अवस्थित विभिन्न उपभोक्ताओं को वितरण के लिए राज्य में प्राकृतिक गैस/द्रवीकृत पेट्रोलियम गैस के परिवहन के लिए मैसर्स गैस अथॉरिटी ऑफ इण्डिया लिमिटेड द्वारा पाइपलाइन बिछाए जाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नीचे अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है।

अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री बाल मयंक मिश्रा उप कलक्टर, मेरठ मार्फत मैसर्स गैस अथॉरिटी ऑफ इण्डिया लिमिटेड, नोएडा।	सम्पूर्ण उत्तर प्रदेश राज्य

[फा. सं. एल/14014/43/2002-जी.पी.]

स्वामी सिंह, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th September, 2002

S.O. 3146.— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby authorise the person mentioned in column (1) of the Schedule below to perform the functions of the competent authority under the said Act for laying of the pipeline by M/s. Gas Authority of India Limited for transportation of natural gas/liquefied petroleum gas in the State of Uttar Pradesh for distribution to various consumers located in that State in respect of the areas mentioned in column (2) of the said Schedule.

SCHEDULE

Name and Address of the person	Area of jurisdiction
(1)	(2)
Shri Bal Maya Mishra Deputy Collector, Meerut, C/o. M/s. Gas Authority of India Limited, Noida	Whole of State of Uttar Pradesh

[No. L.14014/43/2002-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 30 सितम्बर, 2002

का. आ. 3147.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक मुन्द्रा-भटिण्डा पाइपलाइन के माध्यम से अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार ने भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 27 अक्टूबर, 2001 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 2912 तारीख 25 अक्टूबर 2001 द्वारा उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा की है ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार को अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में, श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल. पी. जी. बॉटलिंग संयन्त्र, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर-342005 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : नोखा

जिला : बीकानेर

राज्य : राजस्थान

क. सं.	गाँव का नाम	खसरा	हिस्सा क्रमांक	ROU क्षेत्रफल.	
				हेक्टर	एयर
	1	2	3	4	
1	धूपालिया	110		0	11

[फा. सं. आर-31015/27/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th September, 2002

S. O. 3147.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra - Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the Central Government has declared its intention to acquire the right of user vide notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2912 dated the 25th October, 2001 published in part II, section 3, sub-section (ii) of the Gazette of India dated the 27th October, 2001;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

Any person, interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R.CHAUDHARY, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur -342005.

SCHEDULE

Tehsil : Nokha

District : Bikaner

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Hect.	Are.
	1	2	3	4	
1	Dhupalla	110		0	11

[No. R-31015/27/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 सितम्बर, 2002

का. आ. 3148.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 27 अक्टूबर, 2001 में पृष्ठ 6112 से पृष्ठ 6123 पर भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2912 तारीख 25 अक्टूबर, 2001 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

- (अ) पृष्ठ 6113 पर, गांव "बीरमसर" के सामने :-
- (i) सर्वे संख्या "112" में, "0-34" क्षेत्र के स्थान पर "0-53" क्षेत्र रखा जाएगा ;
 - (ii) सर्वे संख्या "111" में, "0-39" क्षेत्र के स्थान पर "0-43" क्षेत्र रखा जाएगा ;
 - (iii) सर्वे संख्या "76" में, "0-47" क्षेत्र के स्थान पर "0-51" क्षेत्र रखा जाएगा ;
- (आ) पृष्ठ 6115 पर, गांव "धूपालिया" के सामने :-
- सर्वे संख्या "111" में, "0-22" क्षेत्र के स्थान पर "0-34" क्षेत्र रखा जाएगा ;

[फा सं. आर-31015/27/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 30th September, 2002

S. O. 3148.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 2912, dated the 25th October, 2001, published at pages 6123 to 6134 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 27th October, 2001, namely:-

In the Schedule to the said notification:-

- (A) at page 6124, against village "Biramsar,"
- (i) In Survey no. "112", for the area "0-34, the area "0-53" shall be substituted;
 - (ii) In Survey no. "111", for the area "0-39, the area "0-43" shall be substituted;
 - (iii) In Survey no. "76", for the area "0-47, the area "0-51" shall be substituted;
- (B) at page 6126, against village "Dhupalia,"
- In Survey no. "111", for the area "0-22, the area "0-34" shall be substituted.

[No. R-31015/27/2001-O R-III]
HARISH KUMAR, Under Secy.

नई दिल्ली, 1 अक्टूबर, 2002

का.आ. 3149.— केन्द्रीय सरकार को यह लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (परिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा, सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के कार्यान्वयन के लिए पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर.एम. पाड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन डिविजन) पो. बा. सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : आणंद		जिल्ला : आणंद		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
करमसद	1296	1	0	04	64
	1296	2	0	02	48
	1296	3	0	02	55
	1280	1	0	10	34
	1280	2	0	12	54
	1280	3	0	11	07
	1236	1/1	0	08	73
	1236	1/2	0	10	12
	1236	2	0	08	63
	1237	3	0	08	86
गाना	220	1	0	11	03
	220	2	0	00	88

[फा. सं. आर-25011/7/2002-ओ.आर-1]

एस.एस. केमवाल, अधर सचिव

New Delhi, the 1st October, 2002

S.O. 3149.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : ANAND		District : ANAND		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
KARAMSAD	1296	1	0	04	64
	1296	2	0	02	48
	1296	3	0	02	55
	1280	1	0	10	34
	1280	2	0	12	54
	1280	3	0	11	07
	1236	1/1	0	08	73
	1236	1/2	0	10	12
	1236	2	0	08	63
	1237	3	0	08	86
GANA	220	1	0	11	03
	220	2	0	00	88

[No. R-25011/7/2002-O R.-I]
S S KEMWAL, Under Secy.

नई दिल्ली, 1 अक्टूबर, 2002

का.आ. 3150.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं० का. आ. 692 तारीख 28 फरवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, गुजरात राज्य में विरमगाम से कोयाली तक सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयाली सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 01 अप्रैल, 2002 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का, उक्त रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची					
तालुका : आणंद	जिल्ला : आणंद		राज्य : गुजरात		
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
बलासन	350		0	25	44
	358		0	00	20
	359		0	13	36
	360		0	02	20
	361		0	07	49
	348		0	14	18
	374		0	23	47
	375		0	03	87
	376		0	11	85
	377		0	11	90
	304		0	09	64
	306		0	00	24
	305		0	16	33
	279		0	22	49
	275		0	22	85
	276		0	01	54
	272		0	14	38
	करमसद	1621	1	0	02
1621		2	0	12	94
1271		1	0	03	50
1271		2	0	04	99
1271		3	0	05	04
1295		2	0	01	71
1272		1	0	24	29
1272		2+3+6A	0	18	95
1272		5	0	03	13
1272		6B	0	00	97
1272		7A	0	25	00
1273			0	00	23
1276		1/1	0	00	56
1277			0	20	14
1278		1	0	01	40
1278		2	0	10	91
1278		3	0	00	22
1279		3	0	01	52
1279		4	0	04	33
1251			0	02	15
1240		1	0	22	89
1240		2	0	17	59
1242		1/2	0	02	36
1238		1	0	00	20

1	2	3	4	5	6
	1234	1	0	05	13
	1234	2	0	13	99
	955	2	0	06	23
	954		0	05	26
संदेसर	1420		0	00	91
	1421		0	08	53
	1422		0	06	90
	1423		0	07	94
	1424		0	09	60
	1459		0	01	24
	1460		0	03	37
	1458		0	00	20
	1461		0	05	81
	1457		0	11	31
	1463		0	00	20
	1480		0	08	46
	1476		0	05	53
	1477		0	08	45
	1478		0	07	03
	1473		0	04	06
	1492		0	01	97
	1493		0	17	73
	1505		0	08	71
	1504		0	08	56
	1548		0	01	94
	1557		0	11	56
	1558		0	15	73
	1559		0	00	33
	1560		0	08	29
	1562		0	03	20
	1561		0	21	58
	1637		0	04	24
	1636		0	00	20
	1648		0	15	41
	1649		0	02	99
	1653		0	09	73
	1652		0	00	20
	1654		0	11	67
	1655		0	06	45
	1656		0	25	80
गाना	241	1	0	18	12
	241	2	0	04	40
	241	3	0	00	31
	241	4	0	16	26

1	2	3	4	5	6
	242	1+2+3	0	02	05
	239	1	0	01	00
	239	2+3	0	09	30
	238		0	01	78
	237	1+2	0	02	41
	237	3	0	02	04
	237	4	0	03	83
	235		0	06	83
	233	1+3	0	04	30
	233	2	0	02	15
	232		0	01	78
	248	4	0	00	16
	248	5	0	04	33
	249	1	0	12	60
	249	2	0	03	02
	228	1	0	06	94
	226	1	0	02	73
	226	2	0	07	72
	227		0	08	06
	221	1	0	00	20
	221	2	0	01	61
	212	1	0	00	25
	212	2+3	0	11	07
मेघवा गाना	183	1/A	0	10	08
	183	1/B	0	05	18
	183	2	0	01	25
	184		0	05	90
	185	1	0	07	65
	185	2	0	04	63
	189	4	0	00	20
	188	1	0	08	90
	188	2	0	09	33
	187	1/A	0	05	54
	187	1/B	0	02	85
	194	1+2	0	10	89
	194	3	0	00	15
	194	4	0	10	59
	194	5	0	04	15
	196	6	0	10	78
	196	7	0	06	93
	206	2	0	04	15
	206	4	0	05	61
	206	5/1	0	06	53
	206	8	0	06	66
	206	7	0	11	28

1	2	3	4	5	6
	209	1/A	0	12	50
	209	1/B	0	11	63
	209	2	0	05	81
	210		0	18	37
	222		0	02	10
	211		0	04	86
	221		0	23	28
	220		0	09	75

[फा. सं. आर-25011/7/2002-ओ.आर-1]

एम.एम. केमवाल, अवर सचिव

New Delhi, the 1st October, 2002

S. O. 3150.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 692 dated the **28th February, 2002** issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, copies of the said notification were made available to the public on **01/04/2002;**

And whereas, the Competent Authority has under sub-section (1) of section of 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification area hereby acquired;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : ANAND		District : ANAND		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
VALASAN	350		0	25	44
	358		0	00	20
	359		0	13	36
	360		0	02	20
	361		0	07	49
	348		0	14	18
	374		0	23	47
	375		0	03	87
	376		0	11	85
	377		0	11	90
	304		0	09	64
	306		0	00	24
	305		0	16	33
	279		0	22	49
	275		0	22	85
	276		0	01	54
	272		0	14	38
KARAMSAD	1621	1	0	02	79
	1621	2	0	12	94
	1271	1	0	03	50
	1271	2	0	04	99
	1271	3	0	05	04
	1295	2	0	01	71
	1272	1	0	24	29
	1272	2+3+6A	0	18	95
	1272	5	0	03	13
	1272	6B	0	00	97
	1272	7A	0	25	00
	1273		0	00	23
	1276	1/1	0	00	56
	1277		0	20	14
	1278	1	0	01	40
	1278	2	0	10	91
	1278	3	0	00	22
	1279	3	0	01	52
	1279	4	0	04	33
	1251		0	02	15
	1240	1	0	22	89
	1240	2	0	17	59
	1242	1/2	0	02	38
	1238	1	0	00	20

1	2	3	4	5	6
	1234	1	0	05	13
	1234	2	0	13	99
	955	2	0	08	23
	954		0	05	26
SANDESAR	1420		0	00	91
	1421		0	08	53
	1422		0	06	90
	1423		0	07	94
	1424		0	09	60
	1459		0	01	24
	1460		0	03	37
	1458		0	00	20
	1461		0	05	81
	1457		0	11	31
	1463		0	00	20
	1480		0	08	46
	1476		0	05	53
	1477		0	08	45
	1478		0	07	03
	1473		0	04	06
	1492		0	01	97
	1493		0	17	73
	1505		0	08	71
	1504		0	08	56
	1548		0	01	94
	1557		0	11	56
	1558		0	15	73
	1559		0	00	33
	1560		0	08	29
	1562		0	03	20
	1561		0	21	58
	1637		0	04	24
	1636		0	00	20
	1648		0	15	41
	1649		0	02	99
	1653		0	09	73
	1652		0	00	20
	1654		0	11	67
	1655		0	06	45
	1656		0	25	80
GANA	241	1	0	18	12
	241	2	0	04	40
	241	3	0	00	31
	241	4	0	16	26

1	2	3	4	5	6
	242	1+2+3	0	02	05
	239	1	0	01	52
	239	2+3	0	09	30
	238		0	01	78
	237	1+2	0	02	41
	237	3	0	02	04
	237	4	0	03	83
	235		0	06	83
	233	1+3	0	04	30
	233	2	0	02	15
	232		0	01	78
	248	4	0	00	16
	248	5	0	04	33
	249	1	0	12	60
	249	2	0	03	02
	228	1	0	06	94
	226	1	0	02	73
	226	2	0	07	72
	227		0	08	06
	221	1	0	00	20
	221	2	0	01	61
	212	1	0	00	25
	212	2+3	0	11	07
MEGHVA GANA	183	1/A	0	10	08
	183	1/B	0	05	18
	183	2	0	01	25
	184		0	05	90
	185	1	0	07	65
	185	2	0	04	63
	189	4	0	00	20
	188	1	0	08	90
	188	2	0	09	33
	187	1/A	0	05	54
	187	1/B	0	02	85
	194	1+2	0	10	89
	194	3	0	00	15
	194	4	0	10	59
	194	5	0	04	15
	196	6	0	10	78
	196	7	0	06	93
	206	2	0	04	15
	206	4	0	05	61
	206	5/1	0	06	53
	206	6	0	06	66
	206	7	0	11	28

1	2	3	4	5	6
	209	1/A	0	12	50
	209	1/B	0	11	63
	209	2	0	05	81
	210		0	18	37
	222		0	02	10
	211		0	04	86
	221		0	23	28
	220		0	09	75

[No. R-25011/7/2002-O.R.-I]
S. S. KEMWAL, Under Secy.

नई दिल्ली, 1 अक्टूबर, 2002

२ का.आ. 3151.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों का संवर्द्धन" के क्रियान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री सुनील शर्मा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानंद नगर, गोपालपुरा बाई-पास, जयपुर (राजस्थान)-302018, को लिखित रूप में आक्षेप, भेज सकेगा।

अनुसूची

तहसील:किशनगढ़		जिला:अजमेर		राज्य:राजस्थान
गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
गोठियाना	75	0	01	58
झिरोता	89/1	0	20	67
	89/2	0	20	84
	89/3	0	08	35

1	2	3	4	5
दसुक	817/1153	0	07	93
	131/3	0	04	86
	144/2/1	0	04	41
मांडियावड़, कला	65/5/219	0	09	68

[फा. सं. आर-25011/12/2001-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 1st October, 2002

S. O. 3151.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline may be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule, may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopalpura Bye-Pass, Jaipur - 302018.

SCHEDULE

Tehsil:Kisangarh

District:Ajmer

State:Rajasthan

Name of Village	Khasara No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
Gothiyana	75	0	01	58
Zirota	89/1	0	20	67
	89/2	0	20	84
	89/3	0	08	35
	89/3	0	08	35
Dhasuk	817/1153	0	07	93
	131/3	0	04	86
	144/2/1	0	04	41
	144/2/1	0	04	41
Mandiyawar Kala	65/5/219	0	09	68

[No R-25011/12/2001-O.R -I]
S. S. KEMWAL, Under Secy

नई दिल्ली, 1 अक्टूबर, 2002

का.आ. 3152.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों का संवर्द्धन” के क्रियान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री सुनील शर्मा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानंद नगर, गोपालपुरा बाई-पास, जयपुर (राजस्थान)-302018, को लिखित रूप में आक्षेप, भेज सकेगा।

अनुसूची

तहसील: मालपुरा

जिला: टोंक

राज्य:राजस्थान

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
औटोली	629/3	0	13	02
कुराड़	1017/1	0	06	60
	1017/2	0	08	80
	1017/3	0	11	11
	1017/4	0	07	81
	1017/5	0	03	26
	1149/2	0	29	12
	1149/3	0	06	60
	1149/4	0	06	38
	1149/5	0	04	84
	1149/6	0	06	60
	1170/1	0	04	62
	1170/2	0	06	58
	1170/3	0	06	60
	1169/8	0	00	75
	1337/1	0	01	31
	1396/1	0	04	81

1	2	3	4	5
स्याह	1102/1/11	0	20	57
बरोल	1/1/2	0	04	99
पचेवर	8559/4	0	10	73
	8556/1	0	02	85
	7496/2	0	19	33
	7496/3	0	03	47
	7438	0	00	07
मलीकपुर	56	0	01	52
	318	0	00	81
	317	0	00	86
	316	0	00	10
किरावल	1102/6 भीन	0	11	86
	1094	0	00	88
	498/1/2	0	04	63
	909	0	00	96
	677	0	00	07
आरनियाबस्सी	177	0	12	95

[फा. सं. आर-25011/13/2001-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 1st October, 2002

s. O. 3152.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline may be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System" ;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule, may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopalpura Bye-Pass, Jaipur - 302018.

SCHEDULE

Tehsil : Malpura

District : Tonk

State : Rajasthan

Name of Village	Khasara No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
Antoli	629/3	0	13	02
Kurar	1017/1	0	06	60
	1017/2	0	08	80
	1017/3	0	11	11
	1017/4	0	07	81
	1017/5	0	03	26
	1149/2	0	29	12
	1149/3	0	06	60
	1149/4	0	06	38
	1149/5	0	04	84
	1149/6	0	06	60
	1170/1	0	04	62
	1170/2	0	06	58
	1170/3	0	06	60
	1169/8	0	00	75
	1337/1	0	01	31
	1396/1	0	04	81
Syah	1102/1/11	0	20	57
Barol	1/1/2	0	04	99
Pachewar	8559/4	0	10	73
	8556/1	0	02	85
	7496/2	0	19	33
	7496/3	0	03	47
	7438	0	00	07
Malikpur	56	0	01	52
	318	0	00	81
	317	0	00	86
	316	0	00	10

1	2	3	4	5
Kirawal	1102/6 Min	0	11	86
	1094	0	00	88
	498/1/2	0	04	63
	909	0	00	96
	677	0	00	07
Arniyabassi	177	0	12	95

[No R-25011/13/2001-O R.-I]
S. S. KEMWAL, Under Secy

नई दिल्ली, 1 अक्टूबर, 2002

का.आ. 3153.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य की रिफाइनरियों से राजस्थान राज्य में कोटा (युन्दी) तक और मध्य प्रदेश राज्य में रतलाम, इन्दौर और इटारसी से होते हुए महाराष्ट्र राज्य में नागपुर तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट-सी आई लिमिटेड द्वारा एक पाइपलाइन बछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में, जिसके भीतर पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के संबंध में, सक्षम प्राधिकारी, श्री डॉ. एस. मिश्रा, पेट्रोनेट सी. आई. लिमिटेड की सी. आई. पी. एल. परियोजना 46, विजय विला, शक्ति नगर, रतलाम-457001, मध्य प्रदेश, को लिखित में आक्षेप भेज सकेंगा।

अनुसूची

तहसील:- मल्हारगढ़

जिला:- मन्दसौर

राज्य:- मध्यप्रदेश

गाँव का नाम	सर्वे न.	उपखंड संख्या	क्षेत्रफल		
			हेक्टेयर	एअर	सेंटीएअर
1	2	3	4	5	6
मुंदडी	450		00	16	09
	451		00	00	40
	453		00	04	53
	454		00	04	40
	446		00	12	80
	444		00	00	87
	443		00	14	30
	261		00	05	34
	245		00	01	55
	260		00	24	14
	252		00	08	41
	257		00	16	69
	256		00	00	40
	279		00	01	49
	269		00	07	83
	93		00	18	72
	88		00	00	40
	90		00	17	44
	92		00	08	53
	75		00	33	98
	74		00	06	71
	77		00	30	89
	73		00	15	98
	66		00	05	09
	70		00	00	40
	67		00	00	42
	68		00	07	58
	64		00	38	16
	52		00	10	72
	61		00	00	40
	56		00	21	43
हनुमान्तया	317		00	05	50
	318		00	04	28
	319		00	27	18
	328		00	07	38
	331		00	22	20

1	2	3	4	5	6
कमश:	332		00	00	40
	333		00	01	64
	286		00	07	46
	264		00	08	54
	263		00	02	28
	272		00	06	89
	273		00	04	80
	275		00	01	97
	274		00	08	42
	279		00	11	63
	203		00	00	40
	215		00	02	79
	205		00	00	40
	206		00	15	66
	207		00	00	40
	170		00	12	29
	171		00	07	06
	169		00	04	70
	165		00	14	72
	164		00	17	43
	161		00	01	53
	162		00	07	20
मिण्डलाखेडा	270		00	09	04
	267		00	00	40
	268		00	11	39
	269		00	03	76
	266		00	06	66
	253		00	05	22
	255		00	00	59
	254		00	22	18
	249		00	01	64
	248		00	01	43
	289		00	14	24
	288		00	12	62
	287		00	08	45
	286		00	03	06
	221		00	01	44
	222		00	14	03
	232		00	04	98
	234		00	10	95
	235		00	13	09

1	2	3	4	5	6
कमशः	160		00	08	48
	159		00	29	61
	158		00	00	40
	156		00	05	25
	154		00	10	73
	153		00	10	46
	152		00	11	47
	2		00	01	01
	403		00	21	98
	405		00	00	40
देवरी	404		00	09	07
	401		00	03	10
	400		00	11	95
	399		00	00	67
	310		00	02	92
	311		00	12	39
	305		00	03	12
	312		00	11	35
	313		00	08	19
	301		00	11	37
कामलिया	282		00	01	04
	291		00	10	73
	287		00	11	95
	288		00	13	22
	374		00	11	85
	375		00	05	65
	378		00	04	24
	379		00	04	09
	380		00	04	07
	381		00	02	72
	382		00	00	40
	384/508		00	15	94
	392		00	03	66
	391		00	13	90
	390		00	04	31
	387		00	13	21
	388		00	00	40
	340		00	05	15
	341		00	08	18
	343		00	02	01
	342		00	07	75

1	2	3	4	5	6
कमशः	336		00	03	68
	335		00	03	44
	334		00	05	10
	333		00	16	85
	323		00	01	67
	324		00	09	96
	325		00	04	78
	326		00	07	09
	328		00	00	40
	327		00	01	93
	316		00	00	40
	273		00	17	22
	274		00	00	40
	272		00	00	40
	271		00	00	40
	269		00	01	39
	268		00	00	60
	265		00	10	01
	44		00	13	12
	42		00	19	42
	41		00	00	40
	40		00	13	68
	57		00	13	73
	62		00	15	82
	11		00	19	16
	7		00	18	95
	6		00	10	17
	12		00	09	94
	1		00	14	80
लसूडिया राठौर	431		00	9	60
	427		00	00	40
	426		00	28	59
	425		00	00	40
	424		00	28	64
	422		00	08	52
	397		00	08	37
	396		00	10	39
	399		00	11	83
	400		00	20	11
	402		00	01	34
	401		00	10	8 ^c

1	2	3	4	5	6
क्रमशः	109		00	01	40
	110		00	18	27
	107		00	17	55
चिताखेडी	389		00	10	84
	434		00	00	40
	392		00	21	78
	393		00	00	60
	394		00	07	64
	397		00	03	16
	396		00	15	06
	383		00	00	69
	382		00	14	13
	403		00	11	05
	404		00	17	06
	405		00	11	89
	377		00	00	40
	142		00	07	74
	140		00	10	78
	139		00	02	26
	144		00	00	40
	148		00	31	78
	149		00	12	73
	150		00	07	34
	121		00	19	46
	120		00	00	98
	119		00	15	07
	94		00	00	40
	89		00	22	50
	90		00	21	31
बादरी	278		00	35	98
	286		00	10	56
	279		00	05	98
	283		00	24	17
	272		00	17	58
	271		00	00	40
	253		00	05	09
	252		00	10	17
	251		00	00	72
	250		00	24	73
	247		00	18	90
	216		00	02	54

1	2	3	4	5	6
कमशः	224		00	03	09
	217		00	12	91
	218		00	13	09
	221		00	14	36
	87		00	23	99
	71		00	21	08
	72		00	18	00
	83		00	01	08
	73		00	16	18
	75		00	17	08
	35		00	23	63
	36		00	00	40
	37		00	09	99
	24		00	19	80
	21		00	10	55
	20		00	00	48
	19		00	06	97
बरखेडा (वीरपुरिया)	332		00	37	05
	330		00	29	44
	333		00	00	40
	75		00	26	00
	77		00	32	65
	78		00	07	59
	106		00	03	15
	107		00	31	87
	105		00	00	40
	108		00	09	94
	102		00	00	50
	109		00	08	04
	111		00	03	43
	110		00	06	11
	112		00	10	11
	122		00	17	06
	118		00	01	35
	119		00	02	23
	120		00	03	34
	121		00	03	42
	123		00	00	40
	127		00	30	72
	129		00	19	06
	130		00	16	10

1	2	3	4	5	6
कमशः	160		00	06	31
	159		00	11	94
	137		00	33	61
	158		00	00	40
	138		00	02	68
	143		00	17	48
	142		00	06	79
नारायणगढ	2834		00	20	45
	2836		00	20	35
	2813		00	20	13
	2814		00	09	04
	2815		00	06	60
	2805		00	07	21
	2806		00	04	49
	2804		00	02	50
	2803		00	15	50
	2802		00	00	40
	2755		00	03	93
	2756		00	01	50
	2753		00	06	08
	2750		00	00	40
	2751		00	08	31
	2752		00	07	66
	2740		00	10	16
	2739		00	13	68
	2859		00	23	40
	2881		00	26	81
	2873		00	26	40
	2669		00	09	37
	2498		00	01	66
	2502		00	08	79
	2500		00	02	10
	2503		00	03	04
	2508		00	14	23
	2509		00	08	31
	2510		00	00	40
	2512		00	22	36
	2550		00	09	76
	2548		00	00	40
	2549		00	09	21
	2547		00	00	40

1	2	3	4	5	6
कमशः	2557		00	04	96
	2561		00	18	85
	2560		00	07	93
	2248		00	08	05
	2247		00	16	48
	2244		00	13	24
	2256		00	20	09
	2257		00	20	46
	2259		00	18	50
	2239		00	02	81
	2260		00	00	40
	2238		00	14	17
	2260/3022		00	02	60
	2102		00	02	79
	2160		00	28	49
	2161		00	00	40
	2143		00	38	69
	2141		00	10	17
	2043		00	24	31
	2044		00	00	40
	2046		00	06	92
	2045		00	16	86
	2052		00	29	33
झांझालियाखेडी	209		00	15	02
	208		00	21	45
	211		00	05	62
	210		00	09	49
	212		00	13	18
	205		00	05	88
	200		00	00	40
	204		00	09	67
	143		00	23	11
	137		00	14	96
	138		00	06	47
	231		00	09	47
	262		00	00	40
	260		00	07	42
	259		00	02	58
	258		00	00	45
	264		00	03	69
	92		00	31	75

1	2	3	4	5	6
कमशः	88		00	37	37
	87		00	21	63
	59		00	09	44
	60		00	00	40
	64		00	22	51
	63		00	17	15
	72		00	14	17
	71		00	15	87
	70		00	07	03
कचनारा	204		00	27	58
	200		00	06	00
	182		00	07	40
	183		00	18	66
	179		00	67	70
	177		00	14	68
	168		00	03	00
	7		00	26	64
	6		00	08	54
	5		00	12	19
	4		00	20	89
	3		00	23	60
	2		00	23	66
	1		00	00	40
बोरखेडी	132		00	15	08
	133		00	15	00
	134		00	17	83
	135		00	12	90
	136		00	33	82
	137		00	00	40
	121		00	05	50
	120		00	19	72
	119		00	13	00
	118		00	10	44
	117		00	04	00
पामाखेडा	218		00	08	70
	111		00	02	77
	109		00	10	68
	108		00	09	30
	100		00	18	25

[फा. सं. आर-25011/24/2002-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 1st October, 2002

S. O. 3153.—Whereas it appears to the Central Government that it is necessary in the public interest, that for the transportation of petroleum products from refineries in the state of Gujarat to Kota (Bundi) in Rajasthan State and Nagpur in Maharashtra State via Ratlam, Indore & Itarsi in Madhya Pradesh State, a pipeline should be laid by Petronet C I Limited.

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which described in the Schedule annexed to this notification,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.S. Mishra,, Competent Authority, CIPL Project of Petronet C.I. Limited, 46, Vijay Villa, Shakti Nagar, Ratlam 457 001, Madhya Pradesh.

SCHEDULE**Tahsil : Malhargarh****District : Mandsaur****State : Madhya Pradesh**

Name of Village	Survey No.	Sub-Division No.	Area		
			Hect	Are	Centiare
1	2	3	4	5	6
Mundari	450		00	16	09
	451		00	00	40
	453		00	04	53
	454		00	04	40
	446		00	12	80
	444		00	00	87
	443		00	14	30
	261		00	05	34
	245		00	01	55
	260		00	24	14
	252		00	08	41
	257		00	16	69
	256		00	00	40
	279		00	01	49
	269		00	07	83
	93		00	18	72
	88		00	00	40
	90		00	17	44
	92		00	08	53
	75		00	33	98
	74		00	06	71
	77		00	30	89
	73		00	15	98
	66		00	05	09
	70		00	00	40
	67		00	00	42
	68		00	07	58
	64		00	38	16
	52		00	10	72
	61		00	00	40
	56		00	21	43
Hanumantia	317		00	05	50
	318		00	04	28
	319		00	27	18
	328		00	07	38
	331		00	22	20

1	2	3	4	5	6
Cont...	332		00	00	40
	333		00	01	64
	286		00	07	46
	264		00	08	54
	263		00	02	28
	272		00	06	89
	273		00	04	80
	275		00	01	97
	274		00	08	42
	279		00	11	63
	203		00	00	40
	215		00	02	79
	205		00	00	40
	206		00	15	66
	207		00	00	40
	170		00	12	29
	171		00	07	06
	169		00	04	70
	165		00	14	72
	164		00	17	43
	161		00	01	53
	162		00	07	20
Mindalakhera	270		00	09	04
	267		00	00	40
	268		00	11	39
	269		00	03	76
	266		00	06	66
	253		00	05	22
	255		00	00	59
	254		00	22	18
	249		00	01	64
	248		00	01	43
	289		00	14	24
	288		00	12	62
	287		00	08	45
	286		00	05	06
	221		00	01	44
	222		00	14	03
	232		00	01	98
	234		00	10	95
	235		00	13	09

1	2	3	4	5	6
Cont...	160		00	08	48
	159		00	29	61
	158		00	00	40
	156		00	05	25
	154		00	10	73
	153		00	10	46
	152		00	11	47
	2		00	01	01
	403		00	21	98
	405		00	00	40
Devari	404		00	09	07
	401		00	03	10
	400		00	11	95
	399		00	00	67
	310		00	02	92
	311		00	12	39
	305		00	03	12
	312		00	11	35
	313		00	08	19
	301		00	11	37
	282		00	01	04
	291		00	10	73
	287		00	11	95
	288		00	13	22
	374		00	11	85
	375		00	05	65
	378		00	04	24
	379		00	04	09
	380		00	04	07
	381		00	02	72
Kamliya	382		00	00	40
	384/508		00	15	94
	392		00	03	66
	391		00	13	90
	390		00	04	31
	387		00	13	21
	388		00	00	40
	340		00	05	15
	341		00	08	18
	343		00	02	01
	342		00	07	75

1	2	3	4	5	6
Cont...	336		00	03	68
	335		00	03	44
	334		00	05	10
	333		00	16	85
	323		00	01	67
	324		00	09	96
	325		00	04	78
	326		00	07	09
	328		00	00	40
	327		00	01	93
	316		00	00	40
	273		00	17	22
	274		00	00	40
	272		00	00	40
	271		00	00	40
	269		00	01	39
	268		00	00	60
	265		00	10	01
	44		00	13	12
	42		00	19	42
	41		00	00	40
	40		00	13	68
	57		00	13	73
	62		00	15	82
	11		00	19	16
	7		00	18	95
	6		00	10	17
	12		00	09	94
	1		00	14	80
Lasuriya Rathor	431		00	9	60
	427		00	00	40
	426		00	28	59
	425		00	00	40
	424		00	28	64
	422		00	08	52
	397		00	08	37
	396		00	10	39
	399		00	11	83
	400		00	20	11
	402		00	01	34
	401		00	10	65

1	2	3	4	5	6
Cont...	109		00	01	40
	110		00	18	27
	107		00	17	55
Chitakhori	389		00	10	84
	434		00	00	40
	392		00	21	78
	393		00	00	60
	394		00	07	64
	397		00	03	16
	396		00	15	06
	383		00	00	69
	382		00	14	13
	403		00	11	05
	404		00	17	06
	405		00	11	89
	377		00	00	40
	142		00	07	74
	140		00	10	78
	139		00	02	26
	144		00	00	40
	148		00	31	78
	149		00	12	73
	150		00	07	34
	121		00	19	46
	120		00	00	98
	119		00	15	07
	94		00	00	40
	89		00	22	50
	90		00	21	31
Madari	275		00	35	98
	286		00	10	56
	279		00	05	98
	283		00	24	17
	272		00	17	58
	271		00	00	40
	253		00	05	09
	252		00	10	17
	251		00	00	72
	250		00	24	73
	247		00	18	90
	216		00	02	54

1	2	3	4	5	6
Cont...	224		00	03	09
	217		00	12	91
	218		00	13	09
	221		00	14	36
	87		00	23	99
	71		00	21	08
	72		00	18	00
	83		00	01	08
	73		00	16	18
	75		00	17	08
	35		00	23	63
	36		00	00	40
	37		00	09	99
	24		00	19	80
	21		00	10	50
	20		00	00	46
	19		00	06	97
Barkhera (Virpuriya)	332		00	37	05
	330		00	29	44
	333		00	00	40
	75		00	26	00
	77		00	32	65
	78		00	07	59
	106		00	03	15
	107		00	31	87
	105		00	00	40
	108		00	09	94
	102		00	00	50
	109		00	08	04
	111		00	03	43
	110		00	06	11
	112		00	10	11
	122		00	17	06
	118		00	01	35
	119		00	02	23
	120		00	03	34
	121		00	03	42
	123		00	00	40
	127		00	30	72
	129		00	19	06
	130		00	16	10

1	2	3	4	5	6
Cont...	160		00	06	31
	159		00	11	94
	137		00	33	61
	158		00	00	40
	138		00	02	68
	143		00	17	48
	142		00	06	79
Narayangarh	2834		00	20	45
	2836		00	20	35
	2813		00	20	13
	2814		00	09	04
	2815		00	08	60
	2805		00	07	21
	2806		00	04	49
	2804		00	02	50
	2803		00	15	50
	2802		00	00	40
	2755		00	03	93
	2756		00	01	50
	2753		00	06	08
	2750		00	00	40
	2751		00	08	31
	2752		00	07	66
	2740		00	10	16
	2739		00	13	68
	2859		00	23	40
	2881		00	26	81
	2873		00	26	40
	2669		00	09	37
	2498		00	01	66
	2502		00	08	79
	2500		00	02	10
	2503		00	03	04
	2508		00	14	23
	2509		00	08	31
	2510		00	00	40
	2512		00	22	36
	2550		00	09	76
	2548		00	00	40
	2549		00	09	21
	2547		00	00	40

1	2	3	4	5	6
Cont...	2557		00	04	96
	2561		00	18	85
	2560		00	07	93
	2248		00	08	05
	2247		00	16	48
	2244		00	13	24
	2256		00	20	09
	2257		00	20	46
	2259		00	18	50
	2239		00	02	81
	2260		00	00	40
	2238		00	14	17
	2260/3022		00	02	60
	2102		00	02	79
	2160		00	28	49
	2161		00	00	40
	2143		00	38	69
	2141		00	10	17
	2043		00	24	31
	2044		00	00	40
	2046		00	06	92
	2045		00	16	86
	2052		00	29	33
Jhanjhaliya Kheri	209		00	15	02
	208		00	21	45
	211		00	05	62
	210		00	09	49
	212		00	13	18
	205		00	05	88
	200		00	00	40
	204		00	09	67
	143		00	23	11
	137		00	14	96
	138		00	08	47
	231		00	09	47
	262		00	00	40
	260		00	07	42
	259		00	02	58
	258		00	00	45
	264		00	03	69
	92		00	31	75

1	2	3	4	5	6
Cont...	88		00	37	37
	87		00	21	63
	59		00	09	44
	60		00	00	40
	64		00	22	51
	63		00	17	15
	72		00	14	17
	71		00	15	87
	70		00	07	03
Kachnara	204		00	27	58
	200		00	06	00
	182		00	07	40
	183		00	18	66
	179		00	67	70
	177		00	14	68
	168		00	03	00
	7		00	26	64
	6		00	08	54
	5		00	12	19
	4		00	20	89
	3		00	23	60
	2		00	23	66
	1		00	00	40
Borkheri	132		00	15	08
	133		00	15	00
	134		00	17	83
	135		00	12	90
	136		00	33	82
	137		00	00	40
	121		00	05	50
	120		00	19	72
	119		00	13	00
	118		00	10	44
	117		00	04	00
Pamakhera	218		00	08	70
	111		00	02	77
	109		00	10	68
	108		00	09	30
	100		00	18	25

[No. R-25011/24/2002-O.R.-I]
S.S. KEMWAL, Under Secy.

नई दिल्ली, 3 अक्टूबर, 2002

का. आ. 3154— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार ने, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 4 मई, 2002 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का० आ० 1496 तारीख 1 मई, 2002 द्वारा उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा कर दी है ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाने की तारीख से इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री राम करण शर्मा, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरीज प्रोजेक्ट, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), 450, एम.सी. कालोनी, हिसार रोड़, सिरसा -125055 (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची					
तहसील ऐलनाबाद		जिला सिरसा		राज्य	हरियाणा
क्रम संख्या	गांव का नाम	हदबस्त नम्बर	खसरा नम्बर	हिस्सा यदि कोई है	क्षेत्रफल कनाल मरला
1	2	3	4	5	6
1	मिठीसुरेरा	110	21/4 21/22 21/22 65/25 274	- 2/2/1 2/2/2 2 3	0 - 13 0 - 1 0 - 5 0 - 1 0 - 1
2	खारीसुरेरा	111	58/20 58/21	1 4	0 - 4 1 - 14
3	मिठनपुर	112	83/19	2	0 - 1
4	ममेरा	131	88/20 88/20 120/19 208 282 768 799	1 2 2 2 2 - -	2 - 9 0 - 3 0 - 9 0 - 9 0 - 3 0 - 5 0 - 3
5	मोजूखेड़ा	133	33/24 33/24 33/24 46/16 46/16 46/16 46/16 47/2 55/5 71/15 73/25 73/27 88/5 88/5 88/6 88/6 88/6 88/6 703 758 760	2/1/1 2/1/2 2/2/2 1/1 1/2 2/1 2/2 1 1 - 2 - 1/1 1/2 1/1/1 1/1/2 1/2 3/1 3/2 - - 2	0 - 1 0 - 1 2 - 4 0 - 4 0 - 9 0 - 1 1 - 17 0 - 6 0 - 1 1 - 12 1 - 7 0 - 11 0 - 2 2 - 13 0 - 5 0 - 6 0 - 2 0 - 1 0 - 1 0 - 18 0 - 4 0 - 3
	मोजूखेड़ा (घाल)	133 (घाल)	88/6 88/6 88/6 703 758 760	1/2 3/1 3/2 - - 2	0 - 6 0 - 2 0 - 1 0 - 1 0 - 18 0 - 4 0 - 3

New Delhi, the 3rd October, 2002

S. O. 3154.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the Central Government has declared its intention to acquire the right of user vide notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1496 dated the 1st May 2002, published in part II, section 3, sub-section (ii) of the Gazette of India dated the 4th May 2002;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Ram Karan Sharma, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited), 450, M.C.Colony, Hissar Road, Sirsa-125055 (Haryana).

SCHEDULE

Tehsil Ellenabad		District : Sirsa		State : Haryana	
Sr. No.	Name of Village	Hadbast No.	Khasra No.	Part Hissa No. (If any)	Extent Kanal - Marla
	1	2	3	4	5
1	MITHISURERA	110	21/4	-	0 - 13
			21/22	2/2/1	0 - 1
			21/22	2/2/2	0 - 5
			85/25	2	0 - 1
			274	3	0 - 1

	1	2	3	4	5
2	KHARISURERA	111	58/20	1	0 - 4
			58/21	4	1 - 14
3	MITHANPUR	112	83/19	2	0 - 1
4	MAMERA	131	88/20	1	2 - 9
			88/20	2	0 - 3
			120/19	2	0 - 9
			208	2	0 - 9
			282	2	0 - 3
			768	-	0 - 5
			799	-	0 - 3
5	MAUJUKHERA	133	33/24	2/1/1	0 - 1
			33/24	2/1/2	0 - 1
			33/24	2/2/2	2 - 4
			46/16	1/1	0 - 4
			46/16	1/2	0 - 9
			46/16	2/1	0 - 1
			46/16	2/2	1 - 17
			47/2	1	0 - 6
			55/5	1	0 - 1
			71/15	-	1 - 12
			73/25	2	1 - 7
			73/27	-	0 - 11
			88/5	1/1	0 - 2
			88/5	1/2	2 - 13
			88/6	1/1/1	0 - 5
			88/6	1/1/2	0 - 6
	MAUJUKHERA	133	88/6	1/2	0 - 2
	(Contd.)	(Contd.)	88/6	3/1	0 - 1
			88/6	3/2	0 - 1
			703	-	0 - 18
			758	-	0 - 4
			760	2	0 - 3

[No R-31015/50/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 3 अक्टूबर, 2002

का. आ. 3155.— केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 4 मई 2002 में पृष्ठ सं. 4224 से पृष्ठ सं. 4255 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1496 तारीख 1 मई, 2002 में निम्नलिखित संशोधन करती है अर्थात :-

उक्त अधिसूचना की अनुसूची में :-

- (क) पृष्ठ संख्या 4231 पर, स्तंभ 1 में गांव खारीसुरेरा के सामने
- (i) स्तंभ 3 में खसरा नम्बर "15/5" में, स्तंभ संख्या 5 में "2-12" क्षेत्र के स्थान पर "2-14" क्षेत्र रखा जाएगा ;
- (ii) स्तंभ 3 में खसरा नम्बर "15/6" में, स्तंभ संख्या 5 में "0-8" क्षेत्र के स्थान पर "0-14" क्षेत्र रखा जाएगा ;
- (ख) पृष्ठ संख्या 4232 पर, स्तंभ 1 में गांव खारीसुरेरा के सामने, स्तंभ 3 में खसरा नम्बर "55/16" और स्तंभ संख्या 4 में हिस्सा नम्बर "2" में, स्तंभ संख्या 5 में "0-7" क्षेत्र के स्थान पर "2-5" क्षेत्र रखा जाएगा ;
- (ग) पृष्ठ संख्या 4233 पर, स्तंभ 1 में गांव खारीसुरेरा के सामने, स्तंभ 3 में खसरा नम्बर "77/1" और स्तंभ संख्या 4 में हिस्सा नम्बर "1" में, स्तंभ संख्या 5 में "0-1" क्षेत्र के स्थान पर "2-5" क्षेत्र रखा जाएगा ;
- (घ) पृष्ठ संख्या 4247 पर, स्तंभ 1 में, गांव ममेरा के सामने स्तंभ 3 में खसरा नम्बर "120/3" और स्तंभ संख्या 4 में हिस्सा नम्बर "1" में, स्तंभ संख्या 5 में "0-3" क्षेत्र के स्थान पर "2-6" क्षेत्र रखा जाएगा ;
- (ङ) पृष्ठ संख्या 4251 पर, स्तंभ 1 में, गांव मौजूखेड़ा के सामने स्तंभ 3 में खसरा नम्बर "33/24" और स्तंभ संख्या 4 में हिस्सा नम्बर "2/2/1" में, स्तंभ संख्या 5 में "0-1" क्षेत्र के स्थान पर "0-2" क्षेत्र रखा जाएगा ;
- (च) पृष्ठ संख्या 4254 पर, स्तंभ 1 में, गांव मौजूखेड़ा के सामने स्तंभ 3 में खसरा नम्बर "74/9" और स्तंभ संख्या 4 में हिस्सा नम्बर "2" में, स्तंभ संख्या 5 में "0-3" क्षेत्र के स्थान पर "0-18" क्षेत्र रखा जाएगा ;
- (छ) पृष्ठ संख्या 4254 पर, स्तंभ 1 में गांव मौजूखेड़ा के सामने, स्तंभ 3 में खसरा नम्बर "170" में स्तंभ संख्या 5 में "0-2" क्षेत्र के स्थान पर "0-3" क्षेत्र रखा जाएगा ।

New Delhi, the 3rd October, 2002

S. O. 3155.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 1496, dated the 1st May, 2002, published at pages 4255 to 4286 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 4th May, 2002, namely:-

In the Schedule to the said notification;-

- (a) at page 4262, against village “KHARISURERA”,
 - (i) in Khasra No. “15/5”, for the area “2-12”, the area “2-14” shall be substituted;
 - (ii) in Khasra No. “15/6”, for the area “0-8”, the area “0-14” shall be substituted;
- (b) at page 4263, against village “KHARISURERA”, in Khasra No.”55/16”, Part/Hissa No.”2”, for the area “0-7”, the area “2-5” shall be substituted;
- (c) at page 4264, against village “KHARISURERA”, in Khasra No.”77/1”, Part/Hissa No.”1”, for the area “0-1”, the area “2-5” shall be substituted;
- (d) at page 4278, against village “MAMERA”, in Khasra No.”120/3”, Part/Hissa No.”1”, for the area “0-3”, the area “2-6” shall be substituted;
- (e) at page 4282, against village “MAUJUKHERA”, in Khasra No.”33/24”, Part/Hissa No.”2/2/1”, for the area “0-1”, the area “0-2” shall be substituted;
- (f) at page 4285, against village “MAUJUKHERA”, in Khasra No.”74/9”, Part/Hissa No.”2”, for the area “0-3”, the area “0-18” shall be substituted;
- (g) at page 4285, against village “MAUJUKHERA”, in Khasra No.”170”, for the area “0-2”, the area “0-3” shall be substituted.

[No R-31015/50/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 3 अक्टूबर, 2002

का. आ. 3156.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक मुन्द्रा-भटिण्डा पाइपलाइन के माध्यम से अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार को अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 के अधीन जारी इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में, श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल. पी. जी. बॉटलिंग संयन्त्र, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर-342005 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : भीनमाल	जिला : जालौर		राज्य : राजस्थान		
गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल.		
		(सर्वेक्षण क्रमांक)	हेक्टर	एयर	वर्ग मी.
1	2	3		4	
धानसा	697		0	01	90

[फा. सं. आर-31015/39/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd October, 2002

S. O. 3156.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra - Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Any person, interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R.CHAUDHARY, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur -342005.

SCHEDULE

Tehsil : Bhinmal		District : Jalore		State : Rajasthan	
Name of Village	Survey No.	Part of Any	ROU - Area		
			Hect.	Are.	Sq.mt.
1	2	3	4		
Dhansa	697		0	01	90

[No. R-31015/39/2001-O R-II]
HARISH KUMAR, Under Secy

नई दिल्ली, 3 अक्टूबर, 2002

का. आ. 3157.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय भारत सरकार की अधिसूचना संख्या का. आ. 3458, तारीख 21 दिसम्बर 2001, जो भारत के राजपत्र, भाग 2—खंड 3 उपखंड (ii) तारीख 22 दिसम्बर 2001, में पृष्ठ 7605 से पृष्ठ 7623 पर प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

- (क) पृष्ठ 7608 पर, स्तंभ 1 में गांव "धनपुरा" के सामने
- (i) स्तंभ 2 के सर्वेक्षण संख्या "60", के सामने, स्तंभ 4 में, क्षेत्रफल "0-11-04", के स्थान पर, क्षेत्रफल "0-22-92", रखा जाएगा ;
- (ii) स्तंभ 2 के सर्वेक्षण संख्या "50", के सामने, स्तंभ 4 में, क्षेत्रफल "0-01-20", के स्थान पर, क्षेत्रफल "0-03-67", रखा जाएगा ;
- (iii) स्तंभ 2 के सर्वेक्षण संख्या "19", के सामने, स्तंभ 4 में, क्षेत्रफल "0-16-45", के स्थान पर, क्षेत्रफल "0-17-69" रखा जाएगा ;

- (iv) स्तंभ 2 के सर्वेक्षण संख्या "39", के सामने, स्तंभ 4 में, क्षेत्रफल "0-20-86", के स्थान पर, क्षेत्रफल "0-21-04", रखा जाएगा ;
- (v) स्तंभ 2 के सर्वेक्षण संख्या "42", के सामने, स्तंभ 4 में, क्षेत्रफल "0-14-15", के स्थान पर, क्षेत्रफल "0-14-76", रखा जाएगा ;
- (ख) पृष्ठ 7616 पर, स्तंभ 1 में गांव "खाण्डादेवल" के सामने
- (i) स्तंभ 2 के सर्वेक्षण संख्या "439", के सामने, स्तंभ 4 में, क्षेत्रफल "0-25-50", के स्थान पर, क्षेत्रफल "0-26-00", रखा जाएगा ;
- (ii) स्तंभ 2 के सर्वेक्षण संख्या "438", के सामने, स्तंभ 4 में, क्षेत्रफल "0-43-81", के स्थान पर, क्षेत्रफल "0-76-50", रखा जाएगा ;
- (iii) स्तंभ 2 के सर्वेक्षण संख्या "434", के सामने, स्तंभ 4 में, क्षेत्रफल "0-01-00", के स्थान पर, क्षेत्रफल "0-17-70", रखा जाएगा ;
- (iv) स्तंभ 2 के सर्वेक्षण संख्या "450", के सामने, स्तंभ 4 में, क्षेत्रफल "0-15-00", के स्थान पर, क्षेत्रफल "0-15-80", रखा जाएगा ;
- पृष्ठ 7616 पर, स्तंभ 1 में गांव "खाण्डादेवल" के सामने
- (v) स्तंभ 2 के सर्वेक्षण संख्या "520", के सामने, स्तंभ 4 में, क्षेत्रफल "0-24-82", के स्थान पर, क्षेत्रफल "0-26-00", रखा जाएगा ;
- (ग) पृष्ठ 7620 पर, स्तंभ 1 में गांव "धानसा" के सामने
- (i) स्तंभ 2 के सर्वेक्षण संख्या "751", के सामने, स्तंभ 4 में, क्षेत्रफल "0-01-94", के स्थान पर, क्षेत्रफल "0-17-89", रखा जाएगा ;
- (ii) स्तंभ 2 के सर्वेक्षण संख्या "101", के सामने, स्तंभ 4 में, क्षेत्रफल "0-14-60", के स्थान पर, क्षेत्रफल "0-18-10", रखा जाएगा ;
- (iii) स्तंभ 2 के सर्वेक्षण संख्या "197", के सामने, स्तंभ 4 में, क्षेत्रफल "0-33-93", के स्थान पर, क्षेत्रफल "0-34-40", रखा जाएगा ;
- (iv) स्तंभ 2 के सर्वेक्षण संख्या "196", के सामने, स्तंभ 4 में, क्षेत्रफल "0-00-40", के स्थान पर, क्षेत्रफल "0-01-00", रखा जाएगा ;
- (v) स्तंभ 2 के सर्वेक्षण संख्या "275", के सामने, स्तंभ 4 में, क्षेत्रफल "0-10-50", के स्थान पर, क्षेत्रफल "0-15-44", रखा जाएगा ;

New Delhi, the 3rd October, 2002

S. O. 3157.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 3458, dated the 21st December, 2001, published at pages 7623 to 7640, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 22nd December, 2001, namely:-

In the Schedule to the said notification;-

- (A) at page 7624, against village “Dhanpura”, in column 1,
- (i) In Survey no. “60”, in column 2, for the area “0-11-04”, in column 4, the area “0-22-92”, shall be substituted;
 - (ii) In Survey No.”50,” in column 2, for the area “0-01-20 ”, in column 4 , the area “0-03-67”, shall be substituted;
 - (iii) In Survey No.”19”, column 2, for the area “0-16-45,” in column 4 , the area “0-17-69”, shall be substituted;
 - (iv) In Survey No.”39,” in column 2, for the area “0-20-86,” in column 4 , the area “0-21-04”, shall be substituted;
 - (v) In Survey No.”42,” in column 2, for the area “0-14-15,” in column 4 , the area “0-14-76”, shall be substituted;
- (B) at page 7633, against village “Khandadewal”, in column 1,
- (i) In Survey no. “439”, in column 2, for the area “0-25-50”, in column 4, the area “0-26-00”, shall be substituted;
 - (ii) In Survey No.”438,” in column 2, for the area “0-43-81 ”, in column 4 , the area “0-76-50”, shall be substituted;
 - (iii) In Survey No.”434”, column 2, for the area “0-01-00 ”, in column 4 , the area “0-17-70” shall be substituted;
 - (iv) In Survey No.”450,” in column 2, for the area “0-15-00 ” in column 4 , the area “0-15-80”, shall be substituted;
 - (v) In Survey No.”520,” in column 2, for the area “0-24-82 ”, in column 4 , the area “0-26-00”, shall be substituted;
- (C) at page 7638, against village “Dhansa”, in column 1,
- (i) In Survey no. “751”, in column 2, for the area “0-01-94”, in column 4, the area “0-17-89”, shall be substituted;

- (ii) in Survey no."101", in column 2, for the area "0-14-60" in column 4, the area "0-18-10", shall be substituted;
- (iii) in Survey no."197", column 2, for the area "0-33-93" in column 4, the area "0-34-40", shall be substituted;
- (iv) In Survey no."196," in column 2, for the area "0-00-40," in column 4, the area "0-01-00", shall be substituted;
- (v) In Survey no."275", in column 2, for the area "0-10-50", in column 4, the area "0-15-44", shall be substituted.

[No R-31015/39/2001-O R-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 3 अक्टूबर, 2002

का.आ. 3158.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य की रिफाइनरियों से राजस्थान राज्य में कोटा (बुन्दी) तक और मध्य प्रदेश राज्य में रतलाम, इन्दौर, इटारसी से होकर महाराष्ट्र राज्य में नागपुर तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट - सी आई लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाये जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है उपयोग के अधिकार का अर्जन किया जाय;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, ईक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री डी.एस. मिश्रा, सक्षम प्राधिकारी सी.आई.पी.एल. परियोजना, पेट्रोनेट सी, आई. लिमिटेड 46, विजय विल्सा, शक्ति नगर, रतलाम -457 001, मध्य प्रदेश, को लिखित रूप में आक्षेप देने के अधिकार हैं।

अनुसूची

तहसील:- मन्दसौर

जिला:- मन्दसौर

राज्य:- मध्यप्रदेश

गाँव का नाम	सर्वे न.	उपखंड सं.	क्षेत्रफल		
			हेक्टेयर	एअर	सेंटीएअर
1	2	3	4	5	6
लसूडिया ईला	1227		00	08	34
	1226		00	10	87
	1225		00	08	70
	1224		00	13	23
	1220		00	27	36
	1219		00	04	72
	1209		00	18	13
	1055		00	16	77
	1053		00	04	99
	1045		00	10	54
	1046		00	18	00
	1047		00	24	58
	1037		00	08	91
	1035		00	00	40
कचनारा	220		00	11	50
	187		00	16	20
	180		00	13	62
	178		00	00	72
	177		00	12	24
	175		00	24	43
	174		00	18	50
	162		00	19	80
	148		00	19	80
	149		00	15	20
	150		00	17	64
	112		00	07	50
	113		00	12	06
	114		00	13	00
	115		00	09	00
	111		00	00	40
	10		00	12	00
	101		00	23	22
	98		00	15	12
	68		00	08	50
	69		00	19	80

1	2	3	4	5	6
सरसोद	471		00	29	00
	466		00	05	00
	467		00	08	47
	465		00	13	86
	464		00	01	18
	462		00	15	42
	463		00	11	37
	453		00	17	48
	454		00	04	95
	455		00	05	00
	452		00	08	28
	446		00	16	01
	384		00	84	42
दलौदा सगरा	940		00	02	60
	939		00	35	19
	938		00	05	49
	949		00	03	63
	948		00	08	97
	829		00	21	63
	788		00	23	61
	787		00	13	97
	786		00	05	64
	785		00	12	05
	783		00	01	04
	782		00	00	40
	736		00	02	94
	735		00	02	54
	734		00	11	59
	733		00	10	75
	729		00	08	48
	689		00	02	95
	692		00	20	50
	693		00	01	68
	212		00	09	20
	214		00	00	40
	195		00	10	87
	194		00	01	01
	193		00	00	70
	172		00	11	18

1	2	3	4	5	6
क्रमशः	174		00	10	97
	176		00	13	15
	150		00	11	53
	156		00	01	21
	151		00	08	13
	152		00	09	65
लखमाखेडी	435		00	00	40
	383		00	11	38
	411		00	18	11
	410		00	12	69
	391		00	03	77
	409		00	02	75
	392		00	11	53
	393		00	04	90
	389		00	01	40
	334		00	02	72
	335/622		00	00	40
	333		00	06	24
	335		00	00	44
	338		00	06	64
	331		00	00	40
	345		00	06	63
	346		00	05	27
	347		00	03	70
	343		00	00	40
	87		00	06	33
	88		00	00	40
	86		00	06	06
	90		00	00	40
	85		00	12	06
	93		00	01	06
	97		00	06	60
	84		00	07	87
	98		00	11	07
	63		00	19	50
	62		00	09	58
	55		00	12	90
	54		00	10	33
	23		00	21	26
	24		00	17	10
	4		00	02	39

1	2	3	4	5	6
लालाखेडा	1145		00	01	50
	1197		00	26	50
	1195		00	08	50
	1196		00	09	10
	1156		00	06	97
	1155		00	08	44
	1128		00	11	74
	451		00	08	95
	450		00	09	90
	444		00	03	29
	376		00	16	40
	377		00	02	30
	374		00	01	47
	373		00	11	57
	345		00	28	00
	313		00	12	10
	314		00	09	00
	315		00	23	50
	258		00	13	31
	257		00	21	60
	263		00	01	98
	248		00	26	80
	247		00	00	40
	246		00	03	50
	232		00	17	86
	224		00	04	64
एलची	1645		00	14	04
दलौदा रेल	373		00	06	00
	374		00	07	00
	372		00	11	44
	366		00	10	12
	367		00	10	00
	368		00	10	00
	369		00	06	92
	334		00	08	62
	331		00	12	49
	329		00	06	24
	322		00	18	00
	321		00	02	84

1	2	3	4	5	6
क्रमशः	323		00	05	97
	310		00	16	49
	311		00	00	40
	63		00	22	08
	68		00	07	33
	52		00	00	40
	69		00	09	05
	50		00	09	00
	71		00	00	40
	74		00	10	52
	76		00	10	80
	77		00	03	00
	81		00	00	40
	79		00	07	00
	82		00	07	22
	84		00	15	27
	28		00	38	23
	27		00	13	35
बानीखेडी	963		00	38	49
	937		00	15	68
	938		00	15	50
	914		00	23	67
	566		00	02	37
	562		00	22	13
	563		00	16	75
	559		00	01	71
	548		00	03	02
	555		00	01	51
	547		00	00	40
	554		00	01	88
	549		00	10	34
	550		00	04	50
	542		00	05	07
	541		00	03	57
	533		00	21	86
	529		00	04	22
	462		00	02	76
	460		00	16	53
	459		00	00	40

1	2	3	4	5	6
क्रमशः	374		00	14	21
	371		00	12	76
	367		00	20	40
	368		00	00	40
	257		00	00	40
	250		00	15	82
	252		00	12	32
	253		00	11	30
	254		00	02	45
	255		00	00	40
	122		00	00	40
	121		00	00	40
	120		00	07	93
	115		00	19	54
	110		00	06	59
	111		00	04	42
	83		00	01	97
	80		00	41	02
	76		00	14	31
	77		00	10	82
	24		00	04	19
	21		00	00	40
	22		00	03	07
	23		00	07	22
	3		00	04	11
	2		00	09	47
नाईखेडी	173		00	04	50
	164		00	47	12
	157		00	12	13
	158		00	02	15
	155		00	06	50
	154		00	21	83
फतेहगढ़	287		00	00	72
	267		00	14	00
	268		00	07	24
	260		00	04	21
	263		00	00	40
	261		00	06	00
	258		00	09	

1	2	3	4	5	6
क्रमशः	257		00	00	40
	256		00	38	00
	250		00	05	82
	248		00	17	22
	233		00	14	40
	227		00	13	56
	226		00	06	74
	225		00	28	48
	217		00	12	07
	218		00	11	37
	219		00	11	50
	41		00	40	25
	42		00	12	99
	43		00	24	28
	35		00	09	97
	36		00	00	40
	4		00	06	49
	5		00	25	52
	9		00	14	97
रीछाबच्छा	800		00	04	86
	801		00	11	16
	713		00	09	09
	700		00	09	27
	701		00	07	74
	702		00	05	68
	703		00	05	34
	705		00	04	32
	670		00	13	84
	669		00	13	78
	668		00	00	40
	662		00	12	11
	664		00	11	10
	629		00	02	32
	608		00	12	82
	609		00	00	63
	607		00	30	18
	579		00	22	97
	582		00	18	84
	548		00	18	33

1	2	3	4	5	6
क्रमशः	566		00	06	23
	565		00	12	97
	549		00	13	29
	563		00	11	97
	562		00	10	00
सोनगरी	196		00	14	50
	194		00	03	13
	175		00	09	74
	171		00	20	00
	170		00	01	03
	169		00	01	50
	173		00	01	07
	168		00	30	34
	93		00	09	02
	92		00	15	29
	94		00	11	97
	114		00	01	89
	101		00	26	61
	104		00	47	79
निपानिया	159		00	18	82
	160		00	12	62
	161		00	29	00
	166		00	02	00
	165		00	00	78
	162		00	27	30
	163		00	11	12
	134		00	02	91
कायमखेडा	114		00	16	00
	113		00	02	53
	116		00	11	61
	117		00	11	73
	120		00	01	58
	121		00	08	39
	123		00	19	50
	130		00	02	90
	122		00	05	88
	135		00	07	01
	134		00	03	63
	139		00	04	24

1	2	3	4	5	6
कमशः	141		00	21	11
	194		00	03	47
	189		00	13	07
	190		00	02	88
	191		00	14	80
	184		00	10	31
	185		00	05	16
	181		00	13	48
	182		00	05	04
छाजूखेडा	202		00	02	69
	201		00	21	02
	200		00	26	47
	195		00	28	63
	121		00	24	73
	124		00	05	91
	125		00	05	02
	126		00	05	01
	127		00	03	38
	100		00	01	88
	130		00	00	40
	70		00	04	26
	99		00	00	40
	71		00	01	08
	72		00	10	43
	73		00	07	06
	74		00	07	15
	75		00	09	62
	44		00	21	96
	31		00	46	72
बाजखेडी	1		00	06	57
	196		00	03	01
	197		00	22	02
	224		00	00	40
	222		00	02	85
	221		00	13	22
	199		00	23	08
	201		00	00	40
	202		00	00	62
	183		00	02	18

1	2	3	4	5	6
कमशः	205		00	09	95
	203		00	02	66
	204		00	03	76
	181		00	13	99
	207		00	00	67
	180		00	07	58
	208		00	00	40
	179		00	05	06
	178		00	17	50
	177		00	01	54
	169		00	05	00
	171		00	05	97
	170		00	00	40
	151		00	09	08
	152		00	11	89
	144		00	01	75
	143		00	25	25
	139		00	07	84
	137		00	04	50
	135		00	00	40
	136		00	14	75
	123		00	00	65
	129		00	00	65
	124		00	08	00
	127		00	00	40
	126		00	14	67
	125		00	01	03
	117		00	21	37
	116		00	00	40
	39		00	04	22
	34		00	00	40
	32		00	11	53
	30		00	05	45
	31		00	00	55
	28		00	00	40
	29		00	05	88
	44		00	06	50
	16		00	00	40
	14		00	00	54

1	2	3	4	5	6
कमशः	45		00	00	40
	13		00	20	45
घांगली	10		00	06	50
	593		00	04	79
	596		00	17	23
	597		00	0	60
	599		00	0	00
	582		00	04	08
	577		00	12	00
	576		00	05	35
	574		00	15	52
	573		00	05	10
	533		00	23	25
	534		00	06	86
	540		00	00	40
	539		00	00	40
	537		00	25	49
	523		00	23	50
	521		00	00	40
	522		00	00	40
	394		00	01	73
	395		00	03	46
	397		00	06	37
	396		00	14	70
	357		00	17	46
	405		00	06	31
	356		00	21	50
	355		00	00	40
	343		00	21	22
	344		00	10	45
	346		00	11	85
	347		00	06	14
	12		00	18	54
	15		00	16	05
	14		00	14	12
	23		00	14	72
	24		00	10	53
इटायली	291		00	04	07
	292		00	03	54

1	2	3	4	5	6
कमशः	293		00	15	20
	315		00	11	62
	314		00	06	24
	316		00	02	51
	317		00	04	67
	318		00	06	77
	308		00	18	13
	302		00	14	15
	187		00	18	00
	186		00	14	25
	184		00	32	36
	182		00	09	17
	53		00	07	75
	85		00	18	00
	54		00	17	75
	55		00	12	82
	56		00	14	68
	57		00	38	76
	20		00	10	17
	18		00	05	85
	19		00	18	07
	4		00	17	00
	10		00	01	42
	6		00	12	84
चिकल्या	109		00	04	19
	110		00	04	19
	111		00	03	73
	97		00	04	91
	101		00	04	59
	98		00	02	94
	99		00	04	92
	56		00	37	50
	59		00	12	08
	61		00	12	40
	62		00	13	78
	67		00	00	90
	66		00	30	69
ढिकोला	801		00	05	19
	800		00	06	29

1	2	3	4	5	6
कमशः	795		00	12	98
	794		00	06	50
	793		00	07	44
	791		00	03	78
	792		00	04	23
	726		00	07	00
	732		00	00	40
	727		00	00	40
	731		00	06	02
	728		00	08	44
	783		00	12	04
	782		00	15	71
	775		00	06	79
	773		00	06	49
	767		00	06	40
	342		00	06	98
	341		00	05	47
	217		00	00	40
	213		00	16	75
	214		00	06	00
	212		00	04	12
	221		00	11	11
	228		00	08	26
	227		00	14	40
	231		00	04	50
	226		00	10	90
	225		00	01	60
	233		00	15	84
	239		00	00	91
	240		00	15	66
	39		00	00	40
	38		00	08	67
	241		00	22	03
	243		00	21	01
	242		00	07	00
	25		00	00	96
भूखी	229		00	20	85
	228		00	22	03
	227		00	08	17

1	2	3	4	5	6
कमशः	250		00	16	58
	251		00	09	21
	254		00	04	00
	252		00	01	66
	159		00	03	72
	158		00	07	84
	157		00	16	00
	162		00	00	40
	156		00	02	60
	155		00	00	40
	101		00	02	43
	92		00	07	63
	91		00	00	40
	103		00	00	82
	93		00	08	02
	99		00	04	99
	98		00	01	51
	97		00	12	74
	96		00	13	56
	8		00	08	95
	7		00	13	25
	5		00	01	25
	6		00	12	48

[पत्र सं. आर 25011/25 2002 को आर-1]

उत्तर मध्य विभाग, अखिल भारतीय

New Delhi, the 3rd October, 2002

S. O. 3158.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from refineries in the state of Gujarat to Kota (Bundi) in Rajasthan State and Nagpur in Maharashtra State via Ratlam, Indore & Itarsi in Madhya Pradesh State, a pipeline should be laid by Petronet C I Limited.

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to The Competent Authority, Shri D. S. Mishra, CIPL Project of Petronet C.I. Limited., 46, Vijay Villa, Shakti Nagar, Ratlam 457 001, Madhya Pradesh.

SCHEDULE

Tahsil : Mandsaur

District : Mandsaur

State: Madhya Pradesh

Name of Village	Survey No.	Sub-Division No.	Area		
			Hect	Are	Centiare
1	2	3	4	5	6
Lasuriyalla	1227		00	08	34
	1226		00	10	87
	1225		00	08	70
	1224		00	13	23
	1220		00	27	36
	1219		00	04	72
	1209		00	18	13
	1055		00	16	77
	1053		00	04	99
	1045		00	10	54
	1046		00	18	00
	1047		00	24	58
	1037		00	08	91
	1035		00	00	40
Kachnara	220		00	11	50
	187		00	16	20
	180		00	13	62
	178		00	00	72
	177		00	12	24
	175		00	24	43
	174		00	18	50
	162		00	19	80
	148		00	19	80
	149		00	15	20
	150		00	17	64
	112		00	07	50
	113		00	12	06
	114		00	13	00
	115		00	09	00
	111		00	00	40
	109		00	12	00
	101		00	23	22
	98		00	15	12
	68		00	08	50
	69		00	19	30

1	2	3	4	5	6
Sarsod	471		00	29	00
	466		00	05	00
	467		00	08	47
	465		00	13	86
	464		00	01	18
	462		00	15	42
	463		00	11	37
	453		00	17	48
	454		00	04	95
	455		00	05	00
	452		00	08	28
	446		00	16	01
	384		00	84	42
	940		00	02	60
	939		00	35	19
Dalanda Sagara	938		00	05	49
	949		00	03	63
	948		00	08	97
	829		00	21	63
	788		00	23	61
	787		00	13	97
	786		00	05	64
	785		00	12	05
	783		00	01	04
	782		00	00	40
	736		00	02	94
	735		00	02	54
	734		00	11	59
	733		00	10	75
	729		00	08	48
	689		00	02	95
	692		00	20	50
	693		00	01	68
	212		00	09	20
	214		00	00	40
	195		00	10	87
	194		00	01	01
	193		00	00	70
	172		00	11	18

1	2	3	4	5	6
Cont..	174		00	10	97
	176		00	13	15
	150		00	11	53
	156		00	01	21
	151		00	08	13
	152		00	09	65
Lakhmakheri	435		00	00	40
	383		00	11	38
	411		00	18	11
	410		00	12	69
	391		00	03	77
	409		00	02	75
	392		00	11	53
	393		00	04	90
	389		00	01	40
	334		00	02	72
	335/622		00	00	40
	333		00	06	24
	335		00	00	44
	338		00	06	64
	331		00	00	40
	345		00	06	63
	346		00	05	27
	347		00	03	70
	343		00	00	40
	87		00	06	33
	88		00	00	40
	86		00	06	06
	90		00	00	40
	85		00	12	06
	93		00	01	06
	97		00	06	60
	84		00	07	87
	98		00	11	07
	63		00	19	50
	62		00	09	58
	55		00	12	90
	54		00	10	33
	23		00	21	26
	24		00	17	10
	4		00	02	39

1	2	3	4	5	6
Lalakhera	1145		00	01	99
	1197		00	26	50
	1195		00	08	50
	1196		00	09	10
	1156		00	06	97
	1155		00	08	44
	1128		00	11	74
	451		00	08	95
	450		00	09	90
	444		00	03	29
	376		00	16	40
	377		00	02	30
	374		00	01	47
	373		00	11	57
	345		00	28	00
	313		00	12	10
	314		00	09	00
	315		00	23	50
	258		00	15	31
	257		00	21	60
	263		00	01	98
	248		00	26	80
	247		00	00	40
	246		00	03	50
	232		00	17	86
	224		00	04	64
	1645		00	14	04
Elchi	373		00	06	00
	374		00	07	00
	372		00	11	44
	366		00	10	12
	367		00	10	00
	368		00	10	00
	369		00	06	92
	334		00	08	62
	331		00	12	49
	329		00	06	24
Dalauda Rali	322		00	18	00
	321		00	02	84

1	2	3	4	5	6
Cont..	323		00	05	97
	310		00	16	49
	311		00	00	40
	63		00	22	08
	68		00	07	33
	52		00	00	40
	69		00	09	05
	50		00	09	00
	71		00	00	40
	74		00	10	52
	76		00	10	80
	77		00	03	00
	81		00	00	40
	79		00	07	00
	82		00	07	22
	84		00	15	27
	28		00	38	23
	27		00	13	35
Banikheri	963		00	38	49
	937		00	15	68
	938		00	15	50
	914		00	23	67
	566		00	02	37
	562		00	22	13
	563		00	16	75
	559		00	01	71
	548		00	03	02
	555		00	01	51
	547		00	00	40
	554		00	01	88
	549		00	10	34
	550		00	04	50
	542		00	05	07
	541		00	03	57
	533		00	21	86
	529		00	04	22
	462		00	02	76
	460		00	16	53
	459		00	00	40

1	2	3	4	5	6
Cont..	374		00	14	21
	371		00	12	76
	367		00	20	40
	368		00	00	40
	257		00	00	40
	250		00	15	82
	252		00	12	32
	253		00	11	30
	254		00	02	45
	255		00	00	40
	122		00	00	40
	121		00	00	40
	120		00	07	93
	115		00	19	54
	110		00	06	59
	111		00	04	42
	83		00	01	97
	80		00	41	02
	76		00	14	31
	77		00	10	82
	24		00	04	19
	21		00	00	40
	22		00	03	07
	23		00	07	22
	3		00	04	11
	2		00	09	47
Naikheri	173		00	04	50
	164		00	47	12
	157		00	12	13
	158		00	02	15
	155		00	06	50
Fatchgarh	154		00	21	83
	287		00	00	72
	267		00	14	00
	268		00	07	24
	260		00	04	21
	263		00	00	40
	261		00	06	00
	258		00	09	73

1	2	3	4	5	6
Cont..	257		00	00	40
	256		00	38	00
	250		00	05	82
	248		00	17	22
	233		00	14	40
	227		00	13	56
	226		00	06	74
	225		00	28	48
	217		00	12	07
	218		00	11	37
	219		00	11	50
	41		00	40	25
	42		00	12	99
	43		00	24	28
	35		00	09	97
	36		00	00	40
	4		00	06	49
	5		00	25	52
	9		00	14	97
Richhabachchha	800		00	04	86
	801		00	11	16
	713		00	09	09
	700		00	09	27
	701		00	07	74
	702		00	05	68
	703		00	05	34
	705		00	04	32
	670		00	13	84
	669		00	13	78
	668		00	00	40
	662		00	12	11
	664		00	11	10
	629		00	02	32
	608		00	12	82
	609		00	00	63
	607		00	20	18
	579		00	22	97
	582		00	18	84
	548		00	18	33

1	2	3	4	5	6
Cont..	566		00	06	23
	565		00	12	97
	549		00	13	29
	563		00	11	97
	562		00	10	00
Songari	196		00	14	50
	194		00	03	13
	175		00	09	74
	171		00	20	00
	170		00	01	03
	169		00	01	50
	173		00	01	07
	168		00	30	34
	93		00	09	02
	92		00	15	29
	94		00	11	97
	114		00	01	89
	101		00	26	61
	104		00	47	79
	159		00	18	82
Nipaniya	160		00	12	62
	161		00	29	00
	166		00	02	00
	165		00	00	78
	162		00	27	30
	163		00	11	12
	134		00	02	91
	114		00	16	00
Kayamkhera	113		00	02	53
	116		00	11	61
	117		00	11	73
	120		00	01	58
	121		00	08	39
	123		00	19	50
	130		00	02	90
	122		00	05	88
	135		00	07	01
	134		00	03	63
	139		00	04	24

1	2	3	4	5	6
Cont.,	141		00	21	11
	194		00	03	47
	189		00	13	07
	190		00	02	88
	191		00	14	80
	184		00	10	31
	185		00	05	16
	181		00	13	48
	182		00	05	04
	202		00	02	69
Chhajukhera	201		00	21	02
	200		00	26	47
	195		00	28	63
	121		00	24	73
	124		00	05	91
	125		00	05	02
	126		00	05	01
	127		00	03	38
	100		00	01	88
	130		00	00	40
	70		00	04	26
	99		00	00	40
	71		00	01	08
	72		00	10	43
	73		00	07	06
	74		00	07	15
	75		00	09	62
	44		00	21	96
	31		00	46	72
	1		00	06	57
Bajkheri	196		00	03	01
	197		00	22	02
	224		00	00	40
	222		00	02	85
	221		00	13	22
	199		00	23	08
	201		00	00	40
	202		00	00	02
	183		00	02	18

1	2	3	4	5	6
Cont..	205		00	09	95
	203		00	02	66
	204		00	03	76
	181		00	13	99
	207		00	00	67
	180		00	07	58
	208		00	00	40
	179		00	05	06
	178		00	17	50
	177		00	01	54
	169		00	05	00
	171		00	05	97
	170		00	00	40
	151		00	09	08
	152		00	11	89
	144		00	01	75
	143		00	25	25
	139		00	07	84
	137		00	04	50
	135		00	00	40
	136		00	14	75
	123		00	00	65
	129		00	00	65
	124		00	08	00
	127		00	00	40
	126		00	14	67
	125		00	01	03
	117		00	21	37
	116		00	00	40
	39		00	04	22
	34		00	00	40
	32		00	11	53
	30		00	05	45
	31		00	00	55
	28		00	00	40
	29		00	05	88
	44		00	06	50
	16		00	00	40
	14		00	00	54

1	2	3	4	5	6
Cont..	45		00	00	40
	13		00	20	45
	10		00	06	50
Changli .	593		00	04	79
	596		00	17	23
	597		00	08	60
	599		00	04	00
	582		00	04	08
	577		00	12	00
	576		00	05	35
	574		00	15	52
	573		00	05	10
	533		00	23	25
	534		00	06	86
	540		00	00	40
	539		00	00	40
	537		00	25	49
	523		00	23	50
	521		00	00	40
	522		00	00	40
	394		00	01	73
	395		00	03	46
	397		00	06	37
	396		00	14	70
	357		00	17	46
	405		00	06	31
	356		00	21	50
	355		00	00	40
	343		00	21	22
	344		00	10	45
	346		00	11	85
	347		00	06	14
	12		00	18	54
	15		00	16	05
	14		00	14	12
	23		00	14	72
	24		00	10	53
Itayali	291		00	04	07
	292		00	03	54

1	2	3	4	5	6
Cont..	293		00	15	28
	315		00	11	62
	314		00	06	24
	316		00	02	51
	317		00	04	67
	318		00	06	77
	308		00	18	13
	302		00	14	15
	187		00	18	00
	186		00	14	25
	184		00	32	36
	182		00	09	17
	53		00	07	75
	85		00	18	00
	54		00	17	75
	55		00	12	82
	56		00	14	68
	57		00	38	76
	20		00	10	17
	18		00	05	85
	19		00	18	07
	4		00	17	00
	10		00	01	42
	6		00	12	84
Chikalya	109		00	04	19
	110		00	04	19
	111		00	03	73
	97		00	04	91
	101		00	04	59
	98		00	02	94
	99		00	04	92
	56		00	37	50
	59		00	12	08
	61		00	12	40
	62		00	13	78
	67		00	00	90
	66		00	30	69
Dhikola	801		00	05	19
	800		00	06	29

1	2	3	4	5	6
Cont..	795		00	12	98
	794		00	06	50
	793		00	07	44
	791		00	03	78
	792		00	04	23
	726		00	07	00
	732		00	00	40
	727		00	00	40
	731		00	06	02
	728		00	08	44
	783		00	12	04
	782		00	15	71
	775		00	06	79
	773		00	06	49
	767		00	06	40
	342		00	06	98
	341		00	05	47
	217		00	00	40
	213		00	16	75
	214		00	06	00
	212		00	04	12
	221		00	11	11
	228		00	08	26
	227		00	14	40
	231		00	04	50
	226		00	10	90
	225		00	01	60
	233		00	15	84
	239		00	00	91
	240		00	15	66
	39		00	00	40
	38		00	08	67
	241		00	22	03
	243		00	21	01
	242		00	07	00
	25		00	00	96
Bhuki	229		00	20	85
	228		00	22	03
	227		00	08	17

1	2	3	4	5	6
Cont..	250		00	16	58
	251		00	09	21
	254		00	04	00
	252		00	01	66
	159		00	03	72
	158		00	07	84
	157		00	16	00
	162		00	00	40
	156		00	02	60
	155		00	00	40
	101		00	02	43
	92		00	07	63
	91		00	00	40
	103		00	00	82
	93		00	08	02
	99		00	04	99
	98		00	01	51
	97		00	12	74
	96		00	13	56
	8		00	08	95
	7		00	13	25
	5		00	01	25
	6		00	12	48

[No R-25011/25/2002-O.R.-I]
S S KEMWAL, Under Secy.

नई दिल्ली, 3 अक्टूबर, 2002

का. आ. 3159.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य की रिफाइनरियों से राजस्थान राज्य में कोटा (बुन्दी) तक और मध्य प्रदेश राज्य में रतलाम, इन्दौर, इटारसी से होकर महाराष्ट्र राज्य में नागपुर तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनैट - सी आई लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाये जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है उपयोग के अधिकार का अर्जन किया जाय;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशीत अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, ईक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री डी.एस. मिश्रा, सक्षम प्राधिकारी सी.आई.पी.एल. परियोजना, पेट्रोनैट सी, आइ. लिमिटेड 46, विजय विल्ला, शक्ति नगर, रतलाम -457 001, मध्य प्रदेश, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील:- नीमच

जिला:- नीमच

राज्य:- मध्यप्रदेश

गाँव का नाम	सर्वे न.	उपखंड संख्या	क्षेत्रफल		
			हेक्टेयर	एअर	सेंटीएअर
1	2	3	4	5	6
विशनिया	1316		00	04	19
	1314		00	17	95
	1313		00	00	40
	950		00	00	80
	949		00	14	91
	948		00	02	42
	953		00	22	47
	1143		00	13	44
	1134		00	10	50
	1133		00	02	40
	1132		00	02	81
	1131		00	03	49
	1130		00	03	82
	1128		00	04	07
	1127		00	04	81
	1126		00	01	31
	1125		00	05	45
	1116		00	14	25
	1117		00	13	50
	1101		00	26	20
	1065		00	10	41
	1066		00	08	82
	1067		00	02	17
	1068		00	01	53
	1069		00	09	32
	1070		00	03	50
	1064		00	12	32
	1063		00	12	99
	1026		00	15	11
	1021		00	06	32
	1022		00	07	40
	1020		00	01	94
	712		00	10	31
	711		00	07	43
	691		00	05	16
	690		00	07	19
	325		00	01	02

1	2	3	4	5	6
कमशः	328		00	05	48
	326		00	00	54
	327		00	07	09
	329		00	03	46
	332		00	02	83
	333		00	02	40
	336		00	08	54
	337		00	06	77
	342		00	00	40
	289		00	01	62
	290		00	02	48
	238		00	14	49
	224		00	04	18
	223		00	05	25
	222		00	03	55
	221		00	02	81
	220		00	02	20
	219		00	01	34
	218		00	02	83
	205		00	05	25
	206		00	04	27
	207		00	04	47
	203		00	00	40
	202		00	04	33
	200		00	03	60
	199		00	04	79
	186		00	14	91
	15		00	00	40
	11		00	00	74
	10		00	00	40
	9		00	00	40
	7		00	00	40
	6		00	01	50
मांगरोल	112		00	11	90
	117		00	06	08
	118		00	23	57
	84		00	09	78
	85		00	11	67
	83		00	05	59
	82		00	04	25
	81		00	00	40

1	2	3	4	5	6
सेमलीमेवाड़	1072		00	00	79
	1071		00	00	40
	1079		00	02	71
	1081		00	05	07
	1065		00	21	00
	1082		00	06	11
	1058		00	12	00
	824		00	19	01
	826		00	03	49
	825		00	02	99
	822		00	11	67
	818		00	10	85
	819		00	08	34
	820		00	16	01
	812		00	12	46
	809		00	07	55
	808		00	10	05
	807		00	13	31
मुण्डला	463		00	28	00
	466		00	00	40
	464		00	10	13
	452		00	19	27
	451		00	00	40
	445		00	18	10
	439		00	07	76
	424		00	27	50
	397		00	19	07
	396		00	06	50
	398		00	01	96
	395		00	08	10
	385		00	07	67
	384		00	20	03
	382		00	04	41
	5		00	05	03
	4		00	08	57
	3		00	23	51
	2		00	00	40
छायन	727		00	03	60
	724		00	09	52
	725		00	16	40

1	2	3	4	5	6
गुलाबखेड़ी	75		00	11	16
	74		00	09	67
	76		00	15	28
	79		00	17	29
	69		00	11	98
	67		00	17	51
	66		00	06	13
	65		00	07	23
	64		00	05	75
	29		00	20	72
	25		00	17	90
	2		00	23	78
बेलारी	118		00	04	31
	62		00	02	47
	61		00	18	12
	64		00	18	90
	59		00	02	08
	58		00	00	42
	57		00	11	97
	55		00	04	85
	50		00	01	49
	48		00	00	99
	29		00	07	25
	31		00	01	00
	28		00	05	78
	17		00	09	60
	20		00	01	99
उमाहेड़ा	19		00	00	40
	18		00	19	06
	16		00	05	67
	253		00	07	53
	154		00	26	05
	155		00	07	41
	357		00	05	40
	361		00	14	13
	358		00	04	35
	360		00	13	49
	367		00	06	65
	369		00	06	82
	354		00	20	33
	352		00	13	53
	353		00	04	98

1	2	3	4	5	6
कमशः	343		00	14	75
	342		00	00	40
	341		00	00	40
	344		00	04	37
	340		00	00	40
	345		00	05	88
	339		00	03	08
	291		00	09	28
	290		00	00	63
	293		00	08	48
	294		00	08	16
	295		00	09	61
	282		00	03	28
	280		00	15	00
	279		00	03	00
	277		00	00	40
	259		00	07	96
	276		00	03	00
	260		00	19	63
	221		00	03	91
	223		00	20	79
	225		00	03	29
	217		00	00	42
	216		00	15	78
आमलीखेड़ा	615		00	19	79
	607		00	07	99
	614		00	33	13
	189		00	07	57
	190		00	07	87
	193		00	09	32
	200		00	34	53
	201		00	04	89
	202		00	05	01
	204		00	27	15
	205		00	04	67
	142		00	18	66
	133		00	02	94
	132		00	01	53
	57		00	12	56
	41		00	01	90
	40		00	17	44
	39		00	07	00

1	2	3	4	5	6
कमशः	38		00	11	58
	36		00	15	46
	31		00	25	92
	45		00	00	40
	29		00	17	83
	28		00	28	80
सावन	984		00	07	80
	985		00	08	25
	986		00	13	28
	987		00	10	54
	988		00	10	58
	989		00	09	03
	975		00	24	65
	974		00	25	16
	967/1	}	00	10	27
	967/2				
	967/3				
	967/4				
	966		00	12	35
	965		00	02	73
	950		00	34	00
	951		00	00	40
	903		00	02	54
	902		00	03	88
	900		00	00	40
	853		00	02	02
	854		00	19	51
	855		00	05	14
	861		00	19	75
	859		00	01	63
	858		00	02	60
	860		00	02	21
	816		00	02	47
	815		00	00	40
	812		00	18	22
	813		00	00	40
	810/1	}	00	01	38
	810/2				
	806		00	14	36
	805		00	00	40
	800		00	02	68
	727		00	13	31

1	2	3	4	5	6
कमशः	726		00	22	30
	725/1				
	725/2		00	05	67
	725/3				
	725/4				
	724		00	13	15
	723/1				
	723/2		00	13	90
	723/3				
	722		00	02	37
	422		00	05	36
	420		00	04	22
	418		00	21	93
	416		00	00	40
	410&411		00	25	62
	413		00	00	40
	219		00	16	69
	218/1		00	03	29
	218/2				
	220		00	02	84
	212		00	04	99
	210		00	08	66
	211		00	06	99
	206		00	05	53
	205		00	03	54
	202		00	14	16
	203		00	05	42
	257		00	05	12
	258		00	12	20
	255		00	01	97
	256		00	03	57
	260		00	00	40
	269		00	08	08
	268		00	11	69
	105		00	23	56
	103/1		00	14	86
	103/2				
	74		00	18	69
	75		00	08	95
	76		00	17	89
	77		00	02	43
	79		00	33	90

1	2	3	4	5	6
भादवा	410		00	10	61
	353		00	16	46
	352		00	08	16
	355		00	04	32
	351		00	14	32
	345		00	28	73
	344		00	01	69
	343		00	04	52
	342		00	03	19
	339		00	05	39
	338		00	04	85
	337		00	05	64
	311		00	11	94
	310		00	10	62
	307		00	00	40
	308		00	24	90

[फा. सं. आर-25011/29/2002-ओ.आर.-I]

एस.एस. केमवाल, अक्षर मन्त्रिय

New Delhi, the 3rd October, 2002

S. O. 3159.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from refineries in the state of Gujarat to Kota (Bundi) in Rajasthan State and Nagpur in Maharashtra State via Ratlam, Indore & Itarsi in Madhya Pradesh State, a pipeline should be laid by Petronet C I Limited.

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to The Competent Authority, Shri D. S. Mishra, CIPL Project of Petronet C.I. Limited., 46, Vijay Villa, Shakti Nagar, Ratlam - 457 001, Madhya Pradesh.

SCHEDULE**Tahsil : Neemuch****District : Neemuch****State : Madhya Pradesh**

Name of Village	Survey No.	Sub-Division No.	Area		
			Hect	Are	Centiare
1	2	3	4	5	6
Bishaniya	1316		00	04	19
	1314		00	17	95
	1313		00	00	40
	950		00	00	80
	949		00	14	91
	948		00	02	42
	953		00	22	47
	1143		00	13	44
	1134		00	10	50
	1133		00	02	40
	1132		00	02	81
	1131		00	03	49
	1130		00	03	82
	1128		00	04	07
	1127		00	04	81
	1126		00	01	31
	1125		00	05	45
	1116		00	14	25
	1117		00	13	50
	1101		00	26	20
	1065		00	10	41
	1066		00	08	82
	1067		00	02	17
	1068		00	01	53
	1069		00	09	32
	1070		00	03	50
	1064		00	12	32
	1063		00	12	99
	1026		00	15	11
	1021		00	06	32
	1022		00	07	40
	1020		00	01	94
	712		00	10	31
	711		00	07	43
	691		00	05	16
	690		00	07	19
	325		00	01	02

1	2	3	4	5	6
Cont..	328		00	05	48
	326		00	00	54
	327		00	07	03
	329		00	03	46
	332		00	02	83
	333		00	02	40
	336		00	08	54
	337		00	06	77
	342		00	00	40
	289		00	01	62
	290		00	02	48
	238		00	14	49
	224		00	04	18
	223		00	05	25
	222		00	03	55
	221		00	02	81
	220		00	02	20
	219		00	01	34
	218		00	02	83
	205		00	05	25
	206		00	04	27
	207		00	04	47
	203		00	00	40
	202		00	04	33
	200		00	03	60
	199		00	04	79
	186		00	14	91
	15		00	00	40
	11		00	00	74
	10		00	00	40
	9		00	00	40
	7		00	00	40
	6		00	01	50
Mangrol	112		00	11	90
	117		00	06	08
	118		00	23	57
	84		00	09	78
	85		00	11	67
	83		00	05	59
	82		00	04	25
	81		00	00	40

1	2	3	4	5	6
Semlimewar	1072		00	00	79
	1071		00	00	40
	1079		00	02	71
	1081		00	05	07
	1065		00	21	00
	1082		00	06	11
	1058		00	12	00
	824		00	19	01
	826		00	03	49
	825		00	02	99
	822		00	11	67
	818		00	10	85
	819		00	08	34
	820		00	16	01
	812		00	12	46
	809		00	07	55
	808		00	10	05
	807		00	13	31
Mundla	463		00	28	00
	466		00	00	40
	464		00	10	13
	452		00	19	27
	451		00	00	40
	445		00	18	10
	439		00	07	76
	424		00	27	50
	397		00	19	07
	396		00	06	50
	398		00	01	96
	395		00	08	10
	385		00	07	67
	384		00	20	03
	382		00	04	41
	5		00	05	03
	4		00	08	57
	3		00	23	51
	2		00	00	40
Chhayana	727		00	03	60
	724		00	09	52
	725		00	16	40

1	2	3	4	5	6
Gulabkheri	75		00	11	16
	74		00	09	67
	76		00	15	28
	79		00	17	29
	69		00	11	98
	67		00	17	51
	66		00	06	13
	65		00	07	23
	64		00	05	75
	29		00	20	72
	25		00	17	90
	2		00	23	78
	118		00	04	31
Belari	62		00	02	47
	61		00	18	12
	64		00	18	90
	59		00	02	08
	58		00	00	42
	57		00	11	97
	55		00	04	85
	50		00	01	49
	48		00	00	99
	29		00	07	25
	31		00	01	00
	28		00	05	78
	17		00	09	60
	20		00	01	99
	19		00	00	40
	18		00	19	06
	16		00	05	67
Umahera	253		00	07	53
	154		00	26	05
	155		00	07	41
	357		00	05	40
	361		00	14	13
	358		00	04	35
	360		00	13	49
	367		00	06	65
	369		00	06	82
	354		00	20	33
	352		00	13	53
	353		00	04	98

1	2	3	4	5	6
Cont..	343		00	14	75
	342		00	00	40
	341		00	00	40
	344		00	04	37
	340		00	00	40
	345		00	05	88
	339		00	03	08
	291		00	09	28
	290		00	00	63
	293		00	08	48
	294		00	08	16
	295		00	09	61
	282		00	03	28
	280		00	15	00
	279		00	03	00
	277		00	00	40
	258		00	07	96
	276		00	03	00
	260		00	19	63
	221		00	03	91
	223		00	20	79
	225		00	03	29
	217		00	00	42
	216		00	15	78
	615		00	19	79
	607		00	07	99
	614		00	33	13
	189		00	07	57
	190		00	07	87
	193		00	09	32
	200		00	34	53
	201		00	04	89
	202		00	05	01
	204		00	27	15
	205		00	04	67
	142		00	18	66
	133		00	02	94
	132		00	01	53
	57		00	12	56
	41		00	01	90
	40		00	17	44
	39		00	07	00

1	2	3	4	5	6
Cont..	38		00	11	58
	36		00	15	40
	31		00	25	92
	45		00	00	40
	29		00	17	83
	28		00	28	80
Sawan	984		00	07	80
	985		00	08	25
	986		00	13	28
	987		00	10	54
	988		00	10	58
	989		00	09	03
	975		00	24	65
	974		00	25	16
	967/1	}	00	10	27
	967/2				
	967/3				
	967/4				
	966		00	12	35
	965		00	02	73
	950		00	34	00
	951		00	00	40
	903		00	02	54
	902		00	03	88
	900		00	00	40
	853		00	02	02
	854		00	19	51
	855		00	05	14
	861		00	19	75
	859		00	01	63
	858		00	02	60
	860		00	02	21
	816		00	02	47
	815		00	00	40
	812		00	18	22
	813		00	00	40
	810/1	}	00	01	38
	810/2				
	806		00	14	36
	805		00	00	40
	800		00	02	68
	727		00	13	31

1	2	3	4	5	6
Cont..	726		00	22	30
	725/1	}			
	725/2		00	05	67
	725/3				
	725/4				
	724		00	13	15
	723/1	}			
	723/2		00	13	90
	723/3				
	722		00	02	37
	422		00	06	36
	420		00	04	22
	418		00	21	93
	416		00	00	40
	410&411		00	25	62
	413		00	00	40
	219		00	16	69
	218/1	}	00	03	29
	218/2				
	220		00	02	84
	212		00	04	99
	210		00	08	66
	211		00	06	99
	206		00	05	53
	205		00	03	54
	202		00	14	16
	203		00	05	42
	257		00	05	12
	258		00	12	20
	255		00	01	97
	256		00	03	57
	260		00	00	40
	269		00	08	08
	268		00	11	69
	105		00	23	56
	103/1	}	00	14	86
	103/2				
	74		00	18	69
	75		00	08	95
	76		00	17	89
	77		00	02	43
	79		00	33	90

1	2	3	4	5	6
Bhadwa	410		00	10	61
	353		00	16	46
	352		00	08	16
	355		00	04	32
	351		00	14	32
	345		00	28	73
	344		00	01	69
	343		00	04	52
	342		00	03	19
	339		00	05	39
	338		00	04	85
	337		00	05	64
	311		00	11	94
	310		00	10	62
	307		00	00	40
	308		00	24	90

[No R-25011/29/2002-O.R.-I]
S S KEMWAL, Under Secy.

नई दिल्ली, 4 अक्टूबर, 2002

का. आ. 3160.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य की रिफाइनरियों से राजस्थान राज्य में कोटा (बुन्दी) तक और मध्य प्रदेश राज्य में रतलाम, इन्दौर, इटारसी से होकर महाराष्ट्र राज्य में नागपुर तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनैट - सी आई लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाये जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है उपयोग के अधिकार का अर्जन किया जाय;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशीत अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, ईक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री डी.एस. मिश्रा, सक्षम प्राधिकारी सी.आई.पी.एल. परियोजना, पेट्रोनैट सी, आई. लिमिटेड 46, विजय विल्ला, शक्ति नगर, रतलाम -457 001, मध्य प्रदेश, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील:- जावद

जिला:- नीमच

राज्य:- मध्यप्रदेश

गाँव का नाम	सर्वे न.	उपखंड संख्या	क्षेत्रफल		
			हेक्टेयर	एअर	सेंटीएअर
1	2	3	4	5	6
अरनिया	912		00	00	40
	913		00	02	13
	914		00	13	17
	916		00	17	97
	919		00	18	79
	924		00	03	81
	896		00	08	79
	897		00	04	81
	895		00	06	97
	894		00	07	98
	893		00	09	83
	891		00	00	40
	892		00	11	31
	880		00	32	74
	871		00	11	48
	870		00	12	52
	869		00	11	72
	850		00	25	35
	849		00	18	15
	854		00	05	02
	832		00	08	20
	834		00	00	40
	796		00	22	24
	804		00	32	00
	307		00	26	54
	272		00	12	70
	269		00	03	91
	238		00	12	88
	239		00	00	40
	240		00	15	04
	247		00	24	86
	249		00	03	77
	254		00	10	40
	253		00	01	84
	252		00	00	99
	255		00	10	39
	256		00	29	24
	257		00	01	50
अख्रेपुर	224		00	21	69
	221		00	01	84
	193		00	12	45

1	2	3	4	5	6
कमरा:	178/1				
	178/2		00	19	22
	178/3				
	180		00	18	84
	181		00	17	43
	174		00	29	94
	173		00	02	14
	145		00	27	81
सादलपुर	203		00	13	79
	202		00	10	21
	171		00	02	16
	172		00	07	85
	173		00	05	54
	174		00	05	53
	168		00	06	55
	175		00	00	40
	167		00	04	80
	166		00	15	93
	160		00	00	40
	161		00	17	21
	162		00	04	93
	99		00	06	50
	38		00	04	55
	39		00	09	95
	37		00	01	03
	40		00	23	61
	36		00	00	81
	30		00	58	06
लासूर	974		00	07	24
	973		00	16	89
	968		00	00	87
	972		00	03	67
	971		00	36	76
	977		00	00	40
	965/1		00	16	07
	965/2				
	964/1				
	964/2		00	17	52
	964/3				
	964/4				
	962/1				
	962/2				
	962/3				
	962/4		0	18	96
	962/5				
	962/6				
	962/7				

कमशः	906/1			
	906/2			
	906/3			
	906/4			
	906/5	00	43	24
	906/6			
	906/7			
	906/8			
	906/9			
	903	00	04	57
	902/1	00	00	40
	902/2			
	901	00	02	75
	898/1	00	00	40
	898/2			
	897	00	06	14
	896	00	00	40
	891/1	00	10	47
	891/2			
	356/1			
	356/2	00	13	51
	356/3			
	356/4			
	355/1	00	00	88
	355/2			
	357	00	17	95
	358/1	00	02	69
	358/2			
	365	00	08	68
	368	00	15	05
	369	00	19	43
	347/1			
	347/2	00	29	08
	347/3			
	346/1	00	37	91
	346/2			
	345/1	00	36	54
	345/2			
	344	00	14	19
खुर्दखेड़ी	112	00	00	40
	111	00	01	25
	110	00	06	89
	109	00	14	67

		4	5	6
जयपुर	79/1			
	79/2			
	79/3			
	79/4			
	79/5/1			
	79/5/2			
	79/6	00	03	86
	79/7			
	79/8			
	79/9/1			
जयपुरहस्त	79/9/2			
	79/10			
	286/1			
	286/2			
	286/3/1	01	13	68
	286/3/2			
	286/4			
	292/1			
	292/2	01	66	47
	226/1			
कच्छला राजगढ़	226/2			
	226/3	00	32	52
	226/4			
	228	00	08	94
	229	00	02	14
	231	00	00	40
	206	00	02	89
	207	00	08	56
	219	00	13	26
	220	00	04	06
कच्छला राजगढ़	716	00	86	29
	600	00	07	95
	601	00	01	72
	602	00	01	26
	603	00	06	06
	605	00	03	23
	606/1			
	606/2	00	04	96
	281	00	03	61
	280	00	09	33
कच्छला राजगढ़	282	00	07	42
	279	00	01	57
	275	00	09	94
	276	00	03	70
	257	00	05	76
	258/1			
	258/2	00	01	89

1	2	3	4	5	6
कमरा:	260/1				
	260/2		00	08	02
	260/3				
	261		00	01	42
	263		00	06	49
	180		00	05	69
	220		00	05	07
	221		00	00	69
	211/1				
	211/2		00	07	69
	210/1				
	210/2		00	20	00
	210/3				
	205		00	09	58
	202		00	09	77
	200		00	05	13
	198		00	05	01
	196		00	08	13
	195		00	09	04
	194		00	22	51
	412		00	00	70
	102		00	05	65
	103		00	22	56
	91/1		00	01	01
	91/2				
	92		00	00	40
	93		00	15	36
	97		00	27	97
	81		00	02	55
	78		00	21	28
	79		00	01	04
	77		00	02	79
	44		00	10	94
	45		00	02	34
	42		00	26	67
	19		00	01	24
	15		00	08	23
पनोली	261		00	00	40
	260		00	07	37
	80		00	33	10
	78		00	09	53
	77		00	07	
	75		00	14	50
	73		00	19	29
दड़ोली	183/1				
	183/2/1		00	86	04
	183/2/2				
	156		01	13	31

1	2	3	4	5	6
महाराजपुरा	141		00	96	12
	140		00	02	32
सुठौली	563/566		00	01	33
	563/1				
	563/2		00	40	40
	563/3				
	563/4				
	557/598		00	22	63
	557		00	56	44
	552/597/1		00	25	51
	552/597/2				
	556		00	26	40
	555		00	18	97
	554/1		00	37	65
	554/2				
	499		00	00	83
	495		00	09	21
	494		00	01	34
	493		00	09	79
	492/1		00	01	32
	492/2				
	476		00	10	35
	475		00	01	50
	474		00	05	34
	514/1/1				
	514/1/2		00	23	99
	514/2				
	512/1/1				
	512/1/2		00	31	14
	512/2				
	41/1		00	87	48
	41/2				
	21/1				
	21/2		02	05	08
	21/3				
	21/4				
जैतपुरा	20/1		00	00	90
	20/2				
	88/1		00	02	81
	88/2				
	89/1		00	36	90
	89/2				
	91/1		00	35	67
	91/2				
	94/1		00	36	32
	94/2				
	95/1		00	11	23
	95/2				

1	2	3	4	5	6
कमशः	90/1 } 90/2 } 100 101/1 } 101/2 } 101/3 } 101/4 } 101/5 }		00 00	25 30	11 16
बरेखन	51/1/1 } 51/1/2 } 51/2 } 51/3 } 51/4 } 51/5 } 51/6 } 51/7 } 51/8 } 51/9 } 51/10 } 51/11 } 51/12 }		01	71	64
	31 32 41 42 43/1 } 43/2 } 44 335		00 00 00 00 00 01 01	01 02 18 06 07 28 14	92 47 20 09 57 32 89
कसमारिया	333/1 } 333/2 } 333/3 } 333/4 }		00	37	31
पाडलिया	155/1 } 155/2 } 155/3 } 155/4 } 155/5 } 155/6 } 155/7 }		00	27	91
	151 152 132 244 221 220 219 218 216		00 00 00 00 00 00 00 00 00	06 07 08 08 09 04 04 03 15	37 98 70 64 00 32 32 60 48
बधावा					

1	2	3	4	5	6
कमशः	214		00	03	06
	215		00	03	60
	205		00	11	88
	204		00	04	68
	157		00	06	84
	158		00	06	84
	161		00	01	98
	154		00	00	90
गूंदीखेड़ा	109/1				
	109/2				
	109/3		00	19	15
	109/4				
	109/5				
	89		00	07	41
	90		00	10	83
	91		00	11	56
	87/1		00	09	80
	87/2				
	86/1/1				
	86/1/2		00	61	38
	86/1/3				
	86/2				
	1/1				
	1/2				
	1/3				
	1/4				
	1/5				
	1/6				
	1/7				
	1/8				
	1/9				
	1/10				
	1/11				
	1/12				
	1/13				
	1/14				
	1/15				
	1/16				
	1/17				
	1/18				
	1/19				
	1/20				
	1/21				
	1/22				
	1/23				
	1/24		00	86	80
	1/25				
	1/26				
	1/27				

	1	2	3	4	5	6
कमलेश:		1/28				
		1/29				
		1/30				
		1/31				
		1/32				
		1/33				
		1/34				
		1/35				
		1/36				
		1/37				
		1/38				
		1/39				
		1/40				
		1/41				
		1/42				
		1/43				
		1/44				
		1/45				
		1/46				
		1/47				
		1/48				
		4/1/2/3		00	36	07
माधोपुरा		33		00	01	58
		32		00	23	61
		11		00	09	68
बोरदिया		507		00	14	86
		512		01	82	80
मयादा		140		00	05	24
		134		00	03	48
		133		00	00	40
		135		00	15	94
		137		00	02	53
		145		00	07	03
		146		00	03	21
		148		00	06	00
		149		00	05	69
		150		00	06	14
		151		00	01	34
		152		00	02	27
		153		00	02	96
		161		00	03	77
		163		00	01	81
		163/350		00	00	98
		164		00	04	09
		222		00	02	77
		221		00	00	40
		185		00	21	70
		189		00	00	40
		190		00	05	72

1	2	3	4	5	6
कमशः	191		00	00	40
	192		00	02	90
	195		00	01	95
	193		00	00	40
	194		00	00	40
	196		00	01	48
	197		00	08	43
	198		00	03	07
	199		00	07	59
	201		00	03	67
उमर	841		00	06	39
	840		00	04	05
	839		00	04	40
	838/1}		00	08	47
	838/2}				
	812/1}		00	03	70
	812/2}				
	828		00	11	82
	818		00	00	80
	827		00	05	43
	826		00	14	55
	825		00	07	06
	877		00	06	80
	880		00	04	90
	881		00	01	74
	882		00	00	40
	883		00	12	08
	887		00	04	28
	888		00	03	37
	895		00	06	88
	896/1}		00	00	40
	896/2}				
	935		00	01	43
	934		00	00	96
	897/1}		00	03	67
	897/2}				
	900		00	06	89
	901		00	00	40
	903		00	04	74
	899		00	00	40
	904		00	02	02
	929		00	00	40
	927		00	00	40
	928		00	00	77
	910		00	06	81
	911		00	02	84
	906		00	00	40
	907/1}		00	00	40
	907/2}				

1	2	3	4	5	6
कमशः	909		00	06	52
	908		00	08	62
	755		00	00	40
	754		00	01	01
	466		00	06	15
	462		00	00	53
	469		00	00	40
	470		00	01	56
	461		00	05	93
	460		00	00	40
	451		00	05	07
	448		00	04	98
	446		00	10	03
	445		00	00	40
	442		00	02	28
	441		00	07	49
	440		00	05	12
	435		00	00	55
	436		00	00	40
	434		00	06	12
	433/1 }		00	03	13
	433/2 }				
	361		00	14	98
	355		00	15	17
	356		00	03	30
	354		00	07	52
	353		00	04	27
	332		00	01	06
	335		00	00	46
	341		00	04	88
	336		00	04	32
	340		00	00	40
	338/1 }		00	02	27
	338/2 }				
	1004/1 }		00	70	28
	1004/2 }				
	1004/3 }				
	303		00	02	00
	292		00	00	40
	291		00	13	84
	290/1 }		00	00	40
	290/2 }				
	290/3 }				
	286		00	01	58
	289		00	08	18
	286		00	00	40
	282/1 }		00	06	96
	282/2 }				
	283		00	16	77

1.	2	3	4	5	6
कमशः	272/1		00	01	96
	272/2				
	271		00	00	40
	270		00	06	14
	267		00	00	44
	188		00	00	81
	189		00	03	75
	190		00	01	96
	191		00	00	45
	192		00	00	52
	177		00	01	00
	175		00	04	71
	174		00	06	80
	173/1		00	00	81
	173/2				
	172		00	06	01
	170		00	07	03
	169/1		00	05	66
	169/2				
	168		00	11	37
	167/1				
	167/2		00	06	36
	167/3				
	167/4				
	165/1				
	165/2				
	165/3				
	165/4				
	165/5				
	165/6				
	165/7		00	29	58
	165/8				
	165/9				
	165/10				
	165/11				
	165/12				
	165/13				
	165/14				
हाथीपुरा	429		00	17	88
	428		00	00	93
	427		00	00	40
	430		00	12	33
	48		00	00	76
	49		00	23	10
	50		00	21	00
खेड़ा भनगोता	431		01	23	61
	430/1				
	430/2		00	84	81
	430/3				
	430/4				

1	2	3	4	5	6
कमेश:	417/1 } 417/2 } 417/3 }		01	47	63
	416		00	02	18
अथवा बुजुर्ग	356/1 } 356/2 } 356/3 } 356/4 } 356/5 } 356/6 } 356/7 } 356/8 } 356/9 } 356/10 } 356/11 } 356/12 } 356/13 } 356/14 } 356/15 } 356/16 } 356/17 } 356/18 } 356/19 } 356/20 } 356/21 } 356/22 } 356/23 } 356/24 } 356/25 } 356/26 }		01	50	95
अथवाखुर्द	150/14		02	81	00
	144		00	08	02
	145		00	00	40
आनंदपुरा	97		00	03	21
	46		00	06	59
	31		00	57	23
	15		00	28	70
	16		00	20	49
	18		00	32	02
चलदू	2		01	40	64
	1/1 } 1/2 } 1/3 } 1/4 }		00	81	75

1	2	3	4	5	6
क्रमशः	1/259/1				
	1/259/2				
	1/259/3				
	1/259/4				
	1/259/5				
	1/259/6				
	1/259/7				
	1/259/8				
	1/259/9				
	1/259/10				
	1/259/11				
	1/259/12				
	1/259/13		00	74	82
	1/259/14				
	1/259/15				
	1/259/16				
	1/259/17				
	1/259/18				
	1/259/19				
	1/259/20				
	1/259/21				
	1/259/22				
	1/259/23				
	1/259/24				
पाटन	187		00	06	17
	261		00	01	93
	264		00	13	03
	262		00	00	40
	263		00	15	74
	255		00	06	48
	254		00	06	10
	273		00	08	84
	248		00	01	40
	231		00	00	96
	232		00	07	86
	233		00	12	38
	132		00	00	40
	235		00	00	40
	234		00	03	00
	131		00	01	62
	130		00	02	74
	129		00	04	36
	119		00	03	57
	116		00	04	49
	108		00	11	15
	103		00	02	01
	102		00	05	51
	101		00	02	21
	100		00	04	59

1	2	3	4	5	6
कमशः	88		00	00	40
	89		00	03	79
	90		00	08	30
	91		00	06	90
	81		00	03	69
ताल	75		00	08	15
	78		00	06	69
	71		00	00	41
	80		00	12	91
	82		00	03	70
	84		00	06	10
	65		00	07	29
	64		00	08	99
	59		00	01	79
	61		00	01	09
	12		00	01	23
	8		00	07	55
जसवंतपुरा	248		00	55	05
जोधाकुण्डल	162		00	00	40
	169		00	00	40
	156		00	00	40
	216		00	33	60
	234		00	03	99
	30		00	00	40
	27		00	12	32
	249		00	15	36
	250		00	18	64
	259		00	08	06
	260		00	22	70
	261		00	01	43
कंवरजी का खेडा	17		00	02	69
	14		00	00	86
	12		00	18	79
	4		00	00	40
	73		00	36	70
खोकरा	125		00	42	42
	115		00	00	40
	80		00	09	06
	82		00	02	52
	59		00	10	24
	63		00	13	84
टोकरा	146		00	05	66
	147		00	00	40
	138		00	14	98
	137		00	02	88
	132		00	02	64
	134		00	00	40
	136		00	18	58
	128		00	00	41

1	2	3	4	5	6
कमश:	43		00	00	40
	53		00	05	03
	51		00	02	40
	50		00	09	23
	49		00	09	82
हरीपुरा सिंगोली	473		00	02	91
	472/1 }		00	12	54
	472/2 }				
	471/1 }		00	00	40
	471/2 }				
	467/1 }				
	467/2 }		00	11	53
	467/3 }				
	464/1 }		00	19	01
	464/2 }				
	459		00	00	59
	460		00	23	62
	451		00	00	40
	456		00	03	23
	452		00	12	46
	455		00	07	81
	453		00	03	86
	449/1 }				
	449/2 }		00	01	86
	449/3 }				
	447/1 }		00	13	75
	447/2 }				
	448		00	00	40
	444/1 }				
	444/2 }		00	00	94
	444/3 }				
	446		00	01	47
	445		00	06	34
	440/1 }				
	440/2 }				
	440/3 }		00	10	03
	440/4 }				
	440/5 }				
	438/1 }				
	438/2 }				
	438/3 }				
	438/4/1 }				
	438/4/2 }		00	01	58
	438/4/3 }				
	438/4/4 }				
	438/5 }				
	438/6 }				
	438/7 }				

1	2	3	4	5	6
441/1					
441/2			00	00	40
441/3					
439/1			00	15	70
439/2					
436/1			00	09	29
436/2					
502/1			00	00	80
502/2					
435/1					
435/2					
435/3			00	13	25
435/4					
435/5					
508			00	01	92
510			00	01	56
431/1			00	08	91
431/2					
299/1					
299/2			00	22	16
299/3					
311			00	00	40
314			00	02	34
315			00	06	71
327/1					
327/2					
327/3					
327/4			00	03	27
327/5					
327/6					
327/7					
327/8					
316			00	02	66
323			00	03	62
324			00	06	17
322			00	04	71
321			00	11	41
285			00	02	68
281			00	02	01
282			00	05	19
283			00	06	76
284			00	05	40
262			00	01	23
263			00	10	87
264			00	03	94
259			00	03	96

1	2	3	4	5	6
कगशः	257/1				
	257/2				
	257/3				
	257/4		00	00	40
	257/5				
	257/6				
	257/7				
	257/8				
	25/1				
	25/2		00	13	77
	25/3				
	25/4				
	29/1				
	29/2		00	06	71
	29/3				
	29/4				
	31/1				
	31/2		00	01	28
	31/3				
	32		00	00	64
	33		00	04	83
	35/1				
	35/2				
	35/3		00	00	55
	35/4				
	50/1				
	50/2		00	01	11
	50/3				
	50/4				
	49/1				
	49/2				
	49/3				
	49/4		00	17	15
	49/5				
	49/6				
	49/7				
	48/1				
	48/2				
	48/3		00	15	80
	48/4				
	48/5				
	44/1		00	01	94
	44/2				
	43		00	14	73
	124/1		00	06	08
	124/2				
	126		00	00	40

1	2	3	4	5	6
कमशः	42/1				
	42/2		00	01	41
	42/3				
	127/1				
	127/2		00	05	91
	127/3				
	127/4				
	130		00	18	77
	131/1				
	131/2		00	11	65
	131/3				
	131/4				
	132/1				
	132/2		00	05	49
	132/3				
	132/4				
	7/1				
	7/2				
	7/3				
	7/4				
	7/5				
	7/6				
	7/7				
	7/8				
	7/9				
	7/10				
	7/11		00	68	10
	7/12				
	7/13				
	7/14				
	7/15				
	7/16				
	7/17				
	7/18				
	7/19				
	7/20				
	7/21				
	6/1				
	6/2		00	10	72
	6/3				
	5		00	01	40
तुरकिया	12/1				
	12/2				
	12/3				
	12/4				
	12/5		00	15	62
	12/6				
	12/7				
	12/8				
	12/9				

1	2	3	4	5	6
कमशः	13/1				
	13/2				
	13/3				
	13/4				
	13/5		01	06	76
	13/6				
	13/7				
	13/8				
	13/9				
	7				
	7/1		00	14	82
	7/2				
फुसरिया	1282		00	24	98
	1285/1				
	1285/2				
	1285/3				
	1285/4		00	48	39
	1285/5				
	1285/6				
	1286				
	1286/1				
	1286/2		00	65	80
	1286/3				
	1286/4				
	1286/5				
	1287/1		00	16	52
	1287/2				
	1290/1		00	06	20
	1290/2				
	1291		00	01	48
	1301		00	00	43
	1300		00	07	62
	1292		00	00	40
	1299		00	11	55
	1316/1				
	1316/2		00	16	72
	1316/3				
	1122/1				
	1122/2				
	1122/3				
	1122/4				
	1122/5				
	1122/6				
	1122/7		01	13	95
	1122/8				
	1122/9				
	1122/10				
	1122/11				
	1122/12				

1	2	3	4	5	6
कमिश्नर:	1122/13				
	1122/14				
	1125/1				
	1125/2				
	1125/3				
	1125/4				
	1125/5		00	84	20
	1125/6				
	1125/7				
	1125/8				
	1125/9				
	1125/10				
	1131		00	14	96
	1154		00	17	41
	1353		00	01	91
	1171/1		00	01	19
	1171/2				
	1185/1		00	02	39
	1185/2				
	1182		00	05	11
	1192/1				
	1192/2		00	01	90
	1192/3				
	307/1				
	307/2				
	307/3		01	11	75
	307/4				
	307/5				
	165/1				
	165/2				
	165/3		00	96	69
	165/4				
	165/5				
	164		00	11	58
	161		00	08	39
	160		00	11	10
	343/1		00	06	10
	343/2				
	341/1		00	48	94
	341/2				
	340/1				
	340/2				
	340/3		00	16	58
	340/4				
	340/5				
	339/1				
	339/2		00	05	42
	339/3				

1	2	3	4	5	6
कमेश:	351/1 }				
	351/2 }		00	06	88
	351/3 }				
	350/1 }		00	01	97
	350/2 }				
	348/1 }				
	348/2 }				
	348/3 }		00	84	97
	348/4 }				
	348/5 }				
	348/6 }				
	380/1 }				
	380/2 }				
	380/3 }				
	380/4 }		00	16	41
	380/5 }				
	380/6 }				
	380/7 }				
	404/1 }				
	404/2 }				
	404/3 }				
	404/4 }		00	08	90
	404/5 }				
	404/6 }				
	404/7 }				
	404/8 }				
	397/1 }				
	397/2 }				
	397/3 }		00	33	56
	397/4 }				
	397/5 }				
	397/6 }				

[फा. सं. आर-25011/30/2002-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 4th October, 2002

S. O. 3160.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from refineries in the state of Gujarat to Kota (Bundi) in Rajasthan State and Nagpur in Maharashtra State via Ratlam, Indore & Itarsi in Madhya Pradesh State, a pipeline should be laid by Petronet C I Limited.

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to The Competent Authority, Shri D. S. Mishra, CIPL Project of Petronet C.I. Limited., 46, Vijay Villa, Shakti Nagar, Ratlam 457 001, Madhya Pradesh

SCHEDULE

Tahsil : Jawad

District : Neemuch

State : Madhya Pradesh

Name of Village	Survey No.	Sub-Division No.	Area		
			Hect	Are	Centiare
1	2	3	4	5	6
Arniya	912		00	00	40
	913		00	02	13
	914		00	13	17
	916		00	17	97
	919		00	18	79
	924		00	03	81
	896		00	08	79
	897		00	04	81
	895		00	06	97
	894		00	07	98
	893		00	09	83
	891		00	00	40
	892		00	11	31
	880		00	32	74
	871		00	11	48
	870		00	12	52
	869		00	11	72
	850		00	25	35
	849		00	18	15
	854		00	05	02
	832		00	08	20
	834		00	00	40
	796		00	22	24
	804		00	32	00
	307		00	26	54
	272		00	12	70
	269		00	03	91
	238		00	12	88
	239		00	00	40
	240		00	15	04
	247		00	24	86
	249		00	03	77
	254		00	10	40
	253		00	01	84
	252		00	00	99
	255		00	10	39
	256		00	29	24
	257		00	01	50
Akhepur	224		00	21	69
	221		00	01	84
	193		00	12	45

1	2	3	4	5	6
Cont..	178/1				
	178/2		00	19	22
	178/3				
	180		00	18	84
	181		00	17	43
	174		00	29	94
	173		00	02	14
	145		00	27	81
Sadalpur	203		00	13	79
	202		00	10	21
	171		00	02	16
	172		00	07	85
	173		00	05	54
	174		00	05	53
	168		00	06	55
	175		00	00	40
	167		00	04	80
	166		00	15	93
	160		00	00	40
	161		00	17	21
	162		00	04	93
	99		00	06	50
	38		00	04	55
	39		00	09	95
	37		00	01	03
	40		00	23	61
	36		00	00	81
	30		00	58	06
Lasur	974		00	07	24
	973		00	16	89
	968		00	00	87
	972		00	03	67
	971		00	36	76
	977		00	00	40
	965/1		00	16	07
	965/2				
	964/1				
	964/2		00	17	52
	964/3				
	964/4				
	962/1				
	962/2				
	962/3				
	962/4		0	18	96
	962/5				
	962/6				
	962/7				

1	2	3	4	5	6
Cont..	906/1				
	906/2				
	906/3				
	906/4				
	906/5		00	43	24
	906/6				
	906/7				
	906/8				
	906/9				
	903		00	04	57
	902/1		00	00	40
	902/2				
	901		00	02	75
	898/1		00	00	40
	898/2				
	897		00	06	14
	896		00	00	40
	891/1		00	10	47
	891/2				
	356/1				
	356/2		00	13	51
	356/3				
	356/4				
	355/1		00	00	88
	355/2				
	357		00	17	95
	358/1		00	02	69
	358/2				
	365		00	08	68
	368		00	15	05
	369		00	19	43
	347/1				
	347/2		00	29	08
	347/3				
	346/1		00	37	91
	346/2				
	345/1		00	36	54
	345/2				
	344		00	14	19
Khurdkheri	112		00	00	40
	111		00	01	25
	110		00	06	89
	109		00	14	67

1	2	3	4	5	6
Maravada	79/1				
	79/2				
	79/3				
	79/4				
	79/5/1				
	79/5/2				
	79/6		00	03	86
	79/7				
	79/8				
	79/9/1				
Jagepurhara	79/9/2				
	79/10				
	286/1				
	286/2				
	286/3/1		01	13	68
	286/3/2				
	286/4				
	292/1		01	66	47
	292/2				
	226/1				
	226/2		00	32	52
	226/3				
	226/4				
	228		00	08	94
	229		00	02	14
	231		00	00	40
	206		00	02	89
	207		00	08	56
	219		00	13	26
	220		00	04	06
Kundla Ratangarh	716		00	86	29
	600		00	07	95
	601		00	01	72
	602		00	01	26
	603		00	06	06
	605		00	03	23
	606/1		00	04	96
	606/2				
	281		00	03	61
	280		00	09	33
	282		00	07	42
	279		00	01	57
	275		00	09	94
	276		00	03	70
	257		00	05	76
	258/1		00	01	89
	258/2				

1	2	3	4	5	6
Cont..	260/1				
	260/2		00	08	02
	260/3				
	261		00	01	42
	263		00	06	49
	180		00	05	69
	220		00	05	07
	221		00	00	89
	211/1				
	211/2		00	07	89
	210/1				
	210/2		00	20	00
	210/3				
	205		00	09	58
	202		00	09	77
	200		00	05	13
	198		00	05	01
	196		00	08	13
	195		00	09	04
	194		00	22	51
	412		00	00	70
	102		00	05	65
	103		00	22	56
	91/1		00	01	01
	91/2				
	92		00	00	40
	93		00	15	36
	97		00	27	97
	81		00	02	95
	78		00	21	28
	79		00	01	04
	77		00	02	79
	44		00	10	94
	45		00	02	34
	42		00	26	67
	19		00	01	24
	15		00	08	23
Panoli	261		00	00	40
	260		00	07	37
	80		00	33	16
	78		00	09	53
	77		00	07	78
	75		00	14	50
	73		00	19	29
	183/1				
	183/2/1		00	86	04
	183/2/2				
	156		01	13	31

1	2	3	4	5	6
Maharajpura	141		00	96	12
	140		00	02	32
Sutholi	563/566		00	01	33
	563/1				
	563/2				
	563/3		00	40	40
	563/4				
	557/598		00	22	63
	557		00	56	44
	552/597/1		00	25	51
	552/597/2				
	556		00	26	40
	555		00	18	97
	554/1		00	37	65
	554/2				
	499		00	00	83
	495		00	09	21
	494		00	01	34
	493		00	09	79
	492/1		00	01	32
	492/2				
	476		00	10	35
	475		00	01	50
	474		00	05	34
	514/1/1				
	514/1/2		00	23	99
	514/2				
	512/1/1				
	512/1/2		00	31	14
	512/2				
	41/1		00	87	48
	41/2				
	21/1				
	21/2		02	05	08
	21/3				
	21/4				
Jaitpura	20/1		00	00	90
	20/2				
	88/1		00	02	81
	88/2				
	89/1		00	36	90
	89/2				
	91/1		00	35	67
	91/2				
	94/1		00	36	32
	94/2				
	95/1		00	11	23
	95/2				

1	2	3	4	5	6
Cont..	90/1 } 90/2 }		00	25	11
	100		00	30	16
	101/1 } 101/2 }				
	101/3 }		00	00	40
	101/4 }				
	101/5 }				
Barekhan	51/1/1 } 51/1/2 }				
	51/2 }				
	51/3 }				
	51/4 }				
	51/5 }				
	51/6 }		01	71	64
	51/7 }				
	51/8 }				
	51/9 }				
	51/10 }				
	51/11 }				
	51/12 }				
	31		00	01	92
	32		00	02	47
	41		00	18	20
	42		00	06	09
	43/1 }		00	07	57
	43/2 }				
	44		01	28	32
Kasmariya	335		01	14	89
	333/1 }				
	333/2 }		00	37	31
	333/3 }				
	333/4 }				
Padliya	155/1 }				
	155/2 }				
	155/3 }				
	155/4 }		00	27	91
	155/5 }				
	155/6 }				
	155/7 }				
	151		00	06	37
	152		00	07	98
	132		00	08	70
Badhawa	244		00	08	64
	221		00	09	00
	220		00	04	32
	219		00	04	32
	218		00	03	60
	216		00	15	48

1	2	3	4	5	6
Cont..	214		00	03	06
	215		00	03	60
	205		00	11	88
	204		00	04	68
	157		00	06	84
	158		00	06	84
	161		00	01	98
	154		00	00	90
Gundikhera	109/1				
	109/2				
	109/3		00	19	15
	109/4				
	109/5				
	89		00	07	41
	90		00	10	83
	91		00	11	56
	87/1		00	09	80
	87/2				
	86/1/1				
	86/1/2		00	61	38
	86/1/3				
	86/2				
	1/1				
	1/2				
	1/3				
	1/4				
	1/5				
	1/6				
	1/7				
	1/8				
	1/9				
	1/10				
	1/11				
	1/12				
	1/13				
	1/14				
	1/15				
	1/16				
	1/17				
	1/18				
	1/19				
	1/20				
	1/21				
	1/22				
	1/23				
	1/24		00	86	80
	1/25				
	1/26				
	1/27				

1	2	3	4	5	6
Cont..	1/28				
	1/29				
	1/30				
	1/31				
	1/32				
	1/33				
	1/34				
	1/35				
	1/36				
	1/37				
	1/38				
	1/39				
	1/40				
	1/41				
	1/42				
	1/43				
	1/44				
	1/45				
	1/46				
	1/47				
	1/48				
	4/1/2/3		00	36	07
Madhopura	33		00	01	58
	32		00	23	61
	11		00	09	68
Bordiya	507		00	4	86
	512		01	32	80
Mavada	140		00	05	24
	134		00	03	48
	133		00	00	40
	135		00	15	94
	137		00	02	53
	145		00	07	03
	146		00	03	21
	148		00	06	00
	149		00	05	69
	150		00	06	14
	151		00	01	34
	152		00	02	27
	153		00	2	96
	161		00	3	77
	163		00	1	81
	163/350		00	0	98
	164		00	4	09
	222		00	0	77
	221		00	00	40
	185		00	1	70
	189		00	0	40
	190		00	5	72

1	2	3	4	5	6
Cont..	191		00	00	40
	192		00	02	90
	195		00	01	95
	193		00	00	40
	194		00	00	40
	196		00	01	48
	197		00	08	43
	198		00	03	07
	199		00	07	59
	201		00	03	67
Umar	841		00	06	39
	840		00	04	05
	839		00	04	40
	838/1 }		00	08	47
	838/2 }				
	812/1 }		00	03	70
	812/2 }				
	828		00	11	82
	818		00	00	80
	827		00	05	43
	826		00	14	55
	825		00	07	66
	877		00	06	30
	880		00	04	90
	881		00	01	74
	882		00	00	40
	883		00	12	08
	887		00	04	28
	888		00	03	37
	895		00	06	88
	896/1 }		00	00	49
	896/2 }				
	935		00	01	43
	934		00	00	96
	897/1 }		00	03	67
	897/2 }				
	900		00	06	89
	901		00	00	40
	903		00	04	74
	899		00	00	40
	904		00	02	02
	929		00	00	40
	927		00	00	40
	928		00	00	71
	910		00	06	81
	911		00	02	84
	906		00	00	40
	907/1 }		00	00	40
	907/2 }				

1	2	3	4	5	6
Cont..	909		00	06	52
	908		00	08	62
	755		00	00	40
	754		00	01	01
	468		00	06	15
	462		00	00	53
	469		00	00	40
	470		00	01	56
	461		00	05	93
	460		00	00	40
	451		00	05	07
	448		00	04	98
	446		00	10	03
	445		00	00	40
	442		00	02	28
	441		00	07	49
	440		00	05	12
	435		00	00	55
	436		00	00	40
	434		00	06	12
	433/1 }		00	03	13
	433/2 }				
	361		00	14	98
	355		00	15	17
	356		00	03	30
	354		00	07	52
	353		00	04	27
	332		00	01	06
	335		00	00	46
	341		00	04	88
	336		00	04	32
	340		00	00	40
	338/1 }		00	02	27
	338/2 }				
	1004/1 }		00	70	28
	1004/2 }				
	1004/3 }				
	303		00	02	00
	292		00	00	40
	291		00	13	84
	290/1 }		00	00	40
	290/2 }				
	290/3 }				
	288		00	01	58
	289		00	08	18
	286		00	00	40
	282/1 }		00	05	96
	282/2 }				
	283		00	16	77

1	2	3	4	5	6
Cont..	272/1 }		00	01	96
	272/2 }				
	271		00	00	40
	270		00	06	14
	267		00	00	44
	188		00	00	81
	189		00	03	75
	190		00	01	96
	191		00	00	45
	192		00	00	52
	177		00	01	00
	175		00	04	71
	174		00	06	80
	173/1 }		00	00	81
	173/2 }				
	172		00	06	01
	170		00	07	03
	169/1 }		00	05	66
	169/2 }				
	168		00	11	37
	167/1 }				
	167/2 }		00	06	36
	167/3 }				
	167/4 }				
	165/1 }				
	165/2 }				
	165/3 }				
	165/4 }				
	165/5 }				
	165/6 }				
	165/7 }		00	29	58
	165/8 }				
	165/9 }				
	165/10 }				
	165/11 }				
	165/12 }				
	165/13 }				
	165/14 }				
Hathipura	429		00	17	38
	428		00	00	93
	427		00	00	40
	430		00	12	33
	48		00	00	76
	49		00	23	10
	50		00	21	00
Khera Bhangota	431		01	23	61
	430/1 }				
	430/2 }		00	84	81
	430/3 }				
	430/4 }				

1	2	3	4	5	6
Cont..	417/1				
	417/2		01	47	63
	417/3				
	416		00	02	18
Athawabujurg	356/1				
	356/2				
	356/3				
	356/4				
	356/5				
	356/6				
	356/7				
	356/8				
	356/9				
	356/10				
	356/11				
	356/12				
	356/13				
	356/14		01	50	95
	356/15				
	356/16				
	356/17				
	356/18				
	356/19				
	356/20				
	356/21				
	356/22				
	356/23				
	356/24				
	356/25				
	356/26				
Athavakhurd	150/14		02	81	00
	144		00	08	02
	145		00	00	40
Anandpura	97		00	03	21
	46		00	06	59
	31		00	57	23
	15		00	28	70
	16		00	20	49
	18		00	32	02
Chaldu	2		01	40	64
	1/1				
	1/2				
	1/3		00	81	75
	1/4				

1	2	3	4	5	6
Cont..	1/259/1				
	1/259/2				
	1/259/3				
	1/259/4				
	1/259/5				
	1/259/6				
	1/259/7				
	1/259/8				
	1/259/9				
	1/259/10				
	1/259/11				
	1/259/12				
	1/259/13		00	74	82
	1/259/14				
	1/259/15				
	1/259/16				
	1/259/17				
	1/259/18				
	1/259/19				
	1/259/20				
	1/259/21				
	1/259/22				
	1/259/23				
	1/259/24				
Patan	187		00	06	17
	261		00	01	93
	264		00	13	03
	262		00	00	40
	263		00	15	74
	255		00	06	48
	254		00	06	10
	273		00	08	84
	248		00	01	40
	231		00	00	96
	232		00	07	86
	233		00	12	38
	132		00	00	40
	235		00	00	40
	234		00	03	00
	131		00	01	62
	130		00	02	74
	129		00	04	36
	119		00	03	57
	116		00	04	49
	108		00	11	15
	103		00	02	01
	102		00	05	51
	101		00	02	21
	100		00	04	59

1	2	3	4	5	6
Cont..	88		00	00	40
	89		00	03	79
	90		00	08	30
	91		00	06	90
	81		00	03	69
Tal	75		00	08	15
	78		00	06	69
	71		00	00	41
	80		00	12	91
	82		00	03	70
	84		00	06	10
	65		00	07	29
	64		00	08	99
	59		00	01	79
	61		00	01	09
	12		00	01	23
	8		00	07	55
Jasvantpura	248		00	55	05
Jodhakundal	162		00	00	40
	169		00	00	40
	156		00	00	40
	216		00	33	60
	234		00	03	99
	30		00	00	40
	27		00	12	32
	249		00	15	36
	250		00	18	64
	259		00	08	06
	260		00	22	70
	261		00	01	43
Kawarji ka Khera	17		00	02	69
	14		00	00	86
	12		00	18	79
	4		00	00	40
	73		00	36	70
Khokra	125		00	42	42
	115		00	00	40
	80		00	09	06
	82		00	02	52
	59		00	10	24
	63		00	13	84
Tokara	146		00	05	66
	147		00	00	40
	138		00	14	98
	137		00	02	88
	132		00	02	64
	134		00	00	40
	136		00	18	58
	128		00	00	41

1	2	3	4	5	6
Cont..	43		00	00	40
	53		00	05	03
	51		00	02	40
	50		00	09	23
	49		00	09	82
Haripura Singoli	473		00	02	91
	472/1 }		00	12	54
	472/2 }				
	471/1 }		00	00	40
	471/2 }				
	467/1 }				
	467/2 }		00	11	53
	467/3 }				
	464/1 }		00	19	01
	464/2 }				
	459		00	00	59
	460		00	23	62
	451		00	00	40
	456		00	03	23
	452		00	12	46
	455		00	07	81
	453		00	03	86
	449/1 }				
	449/2 }		00	01	86
	449/3 }				
	447/1 }		00	13	75
	447/2 }				
	448		00	00	40
	444/1 }				
	444/2 }		00	00	94
	444/3 }				
	446		00	01	47
	445		00	06	34
	440/1 }				
	440/2 }				
	440/3 }		00	10	03
	440/4 }				
	440/5 }				
	438/1 }				
	438/2 }				
	438/3 }				
	438/4/1 }				
	438/4/2 }		00	01	58
	438/4/3 }				
	438/4/4 }				
	438/5 }				
	438/6 }				
	438/7 }				

1	2	3	4	5	6
Cont..	441/1 }				
	441/2 }		00	00	40
	441/3 }				
	439/1 }		00	15	70
	439/2 }				
	436/1 }		00	09	29
	436/2 }				
	502/1 }		00	00	80
	502/2 }				
	435/1 }				
	435/2 }				
	435/3 }		00	13	25
	435/4 }				
	435/5 }				
	508		00	01	92
	510		00	01	56
	431/1 }		00	08	91
	431/2 }				
	299/1 }				
	299/2 }		00	22	16
	299/3 }				
	311		00	00	40
	314		00	02	34
	315		00	06	71
	327/1 }				
	327/2 }				
	327/3 }				
	327/4 }		00	03	27
	327/5 }				
	327/6 }				
	327/7 }				
	327/8 }				
	316		00	02	66
	323		00	03	62
	324		00	06	17
	322		00	04	71
	321		00	11	41
	285		00	02	68
	281		00	02	01
	282		00	05	19
	283		00	06	76
	284		00	05	40
	262		00	01	23
	263		00	10	87
	264		00	03	94
	259		00	03	96

1	2	3	4	5	6
Cont..	257/1				
	257/2				
	257/3				
	257/4				
	257/5		00	00	40
	257/6				
	257/7				
	257/8				
	25/1				
	25/2		00	13	77
	25/3				
	25/4				
	29/1				
	29/2		00	06	71
	29/3				
	29/4				
	31/1				
	31/2		00	01	28
	31/3				
	32		00	00	64
	33		00	04	83
	35/1				
	35/2		00	00	55
	35/3				
	35/4				
	50/1				
	50/2		00	01	11
	50/3				
	50/4				
	49/1				
	49/2				
	49/3				
	49/4		00	17	15
	49/5				
	49/6				
	49/7				
	48/1				
	48/2				
	48/3		00	15	80
	48/4				
	48/5				
	44/1		00	01	94
	44/2				
	43		00	14	73
	124/1		00	06	08
	124/2				
	126		00	00	40

1	2	3	4	5	6
Cont..	42/1				
	42/2		00	01	41
	42/3				
	127/1				
	127/2		00	05	91
	127/3				
	127/4				
	130		00	18	77
	131/1				
	131/2		00	11	65
	131/3				
	131/4				
	132/1				
	132/2		00	05	49
	132/3				
	132/4				
	7/1				
	7/2				
	7/3				
	7/4				
	7/5				
	7/6				
	7/7				
	7/8				
	7/9				
	7/10				
	7/11		00	68	10
	7/12				
	7/13				
	7/14				
	7/15				
	7/16				
	7/17				
	7/18				
	7/19				
	7/20				
	7/21				
	6/1				
	6/2		00	10	72
	6/3				
	5		00	01	40
Turkiya	12/1				
	12/2				
	12/3				
	12/4				
	12/5		00	15	62
	12/6				
	12/7				
	12/8				
	12/9				

1	2	3	4	5	6
Cont..	13/1				
	13/2				
	13/3				
	13/4				
	13/5		01	06	76
	13/6				
	13/7				
	13/8				
	13/9				
	7				
	7/1		00	14	82
	7/2				
	1282		00	24	98
	1285/1				
	1285/2				
	1285/3				
	1285/4		00	48	39
	1285/5				
	1285/6				
	1286				
	1286/1				
	1286/2		00	65	80
	1286/3				
	1286/4				
	1286/5				
	1287/1				
	1287/2		00	16	52
	1290/1				
	1290/2		00	06	20
	1291		00	01	48
	1301		00	00	43
	1300		00	07	62
	1292		00	00	40
	1299		00	11	55
	1316/1				
	1316/2		00	16	72
	1316/3				
	1122/1				
	1122/2				
	1122/3				
	1122/4				
	1122/5				
	1122/6				
	1122/7		01	13	95
	1122/8				
	1122/9				
	1122/10				
	1122/11				
	1122/12				

1	2	3	4	5	6
Cont..	1122/13				
	1122/14				
	1125/1				
	1125/2				
	1125/3				
	1125/4				
	1125/5		00	84	20
	1125/6				
	1125/7				
	1125/8				
	1125/9				
	1125/10				
	1131		00	14	96
	1154		00	17	41
	1353		00	01	91
	1171/1		00	01	19
	1171/2				
	1185/1		00	02	39
	1185/2				
	1182		00	05	11
	1192/1				
	1192/2		00	01	90
	1192/3				
	307/1				
	307/2				
	307/3		01	11	75
	307/4				
	307/5				
	165/1				
	165/2				
	165/3		00	96	69
	165/4				
	165/5				
	164		00	11	58
	161		00	08	39
	160		00	11	10
	343/1		00	06	10
	343/2				
	341/1		00	48	94
	341/2				
	340/1				
	340/2				
	340/3		00	16	58
	340/4				
	340/5				
	339/1				
	339/2		00	05	42
	339/3				

1	2	3	4	5	6
Cont..	351/1 }				
	351/2 }		00	06	88
	351/3 }				
	350/1 }		00	01	97
	350/2 }				
	348/1 }				
	348/2 }				
	348/3 }		00	84	97
	348/4 }				
	348/5 }				
	348/6 }				
	380/1 }				
	380/2 }				
	380/3 }				
	380/4 }		00	16	41
	380/5 }				
	380/6 }				
	380/7 }				
	404/1 }				
	404/2 }				
	404/3 }				
	404/4 }		00	08	90
	404/5 }				
	404/6 }				
	404/7 }				
	404/8 }				
	397/1 }				
	397/2 }				
	397/3 }		00	33	56
	397/4 }				
	397/5 }				
	397/6 }				

[No. R-25011/30/2002-O.R.-I]
S S. KEMWAL, Under Secy.

नई दिल्ली, 4 अक्टूबर, 2002

का.आ. 3161— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य की रिफाइनरियों से राजस्थान राज्य में कोटा (बुन्दी) तक और मध्य प्रदेश राज्य में रतलाम, इन्दौर, इटारसी से होकर महाराष्ट्र राज्य में नागपुर तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट - सी आई लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाये जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है उपयोग के अधिकार का अर्जन किया जाय;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधिन भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, ईक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री डी.एस. मिश्रा, सक्षम प्राधिकारी सी.आई.पी.एल. परियोजना, पेट्रोनेट सी, आई. लिमिटेड 46, विजय विल्ला, शक्ति नगर, रतलाम -457 001, मध्य प्रदेश, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील:- मनासा

जिला:- नीमच

राज्य:- मध्यप्रदेश

गाँव का नाम	सर्वे न.	उपखंड संख्या	क्षेत्रफल		
			हेक्टेयर	एअर	सेंटीएअर
1	2	3	4	5	6
बर्डिया जागीर	332		00	27	86
	333		00	16	03
	335		00	24	24
	640/1				
	640/2		00	04	14
	640/3				
	638		00	31	77
	637		00	24	74
	355		00	06	67
	356		00	32	65

1	2	3	4	5	6
कमलेश:	357		00	20	86
	633		00	09	26
	359		00	10	57
	493		00	13	80
	492		00	01	50
	382		00	12	07
	381		00	02	10
	384/1 }		00	14	64
	384/2 }				
	378		00	01	61
	390		00	14	00
	391		00	00	82
	392		00	00	40
	398/1 }		00	13	44
	398/2 }				
	394/1 }		00	10	45
	394/2 }				
	399		00	01	98
पिपल्यारावजी	1073/1 }		00	21	36
	1073/2 }				
	1073/3 }				
	1077		00	10	91
	1076		00	00	40
	1080		00	06	45
	1081		00	04	80
	1082		00	03	15
	1083		00	03	14
	1092		00	05	59
	1108		00	04	86
	1035		00	10	23
	1034		00	07	98
	1030		00	03	25
	1031		00	03	60
	1032		00	04	03
	1033		00	04	28
	1115		00	02	94
	1012		00	05	42
	1011		00	06	53
	1010		00	11	57
	1009		00	00	40

1	2	3	4	5	6
कमशः	938/1				
	938/2		00	01	20
	938/3				
	936		00	06	22
	935		00	07	60
	932		00	00	82
	930		00	23	81
	372		00	06	03
	376		00	03	19
	377		00	02	54
	379/1				
	379/2		00	07	66
	379/3				
	381		00	06	60
	382		00	00	48
	380		00	00	48
	383		00	00	40
	911		00	00	40
	387		00	13	87
	386		00	07	02
	898		00	03	38
	389		00	14	34
	399		00	09	36
	884		00	00	40
	880/1				
	880/2		00	10	72
	402		00	18	01
	404/1				
	404/2		00	09	50
	405		00	11	58
	406/1				
	406/2				
	406/3		00	10	50
	406/4				
	439		00	07	96
	440		00	27	41
	441		00	21	45
	442		00	34	00
	446		00	04	74

1	2	3	4	5	6
क्रमशः	445		00	11	37
	447		00	16	39
	448		00	17	06
	444		00	08	33
	50		00	00	40
	48		00	24	47
	53		00	07	69
	43		00	23	11
	42		00	20	84
	36		00	02	70

[फा. सं. आर-25011/31/2002-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 4th October, 2002

S. O. 3161.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from refineries in the state of Gujarat to Kota (Bundi) in Rajasthan State and Nagpur in Maharashtra State via Ratlam, Indore & Itarsi in Madhya Pradesh State, a pipeline should be laid by Petronet C I Limited.

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to The Competent Authority, Shri D. S. Mishra, CIPL Project of Petronet C.I. Limited., 46, Vijay Villa, Shakti Nagar, Ratlam 457 001, Madhya Pradesh.

SCHEDULE

Tahsil : Manasa

District : Neemuch

State : Madhya Pradesh.

Name of Village	Survey No.	Sub-Division No.	Area		
			Hect	Are	Centiare
1	2	3	4	5	6
Bardiya Jagir	332		00	27	86
	333		00	16	03
	335		00	24	24
	640/1	}	00	04	14
	640/2				
	640/3				
	638		00	31	77
	637		00	24	74
	355		00	06	67
	356		00	32	65
	357		00	20	86
	633		00	09	26
	359		00	10	57
	493		00	13	80
	492		00	01	50
	382		00	12	07
	381		00	02	10
	384/1	}	00	14	64
	384/2				
	378		00	01	61
	390		00	14	00
	391		00	00	82
	392		00	00	40
	398/1	}	00	13	44
	398/2				
	394/1	}	00	10	45
	394/2				
	399		00	01	98
Pipliyarawji	1073/1	}	00	21	36
	1073/2				
	1073/3				
	1077		00	10	91
	1076		00	00	40
	1080		00	06	45
	1081		00	04	80
	1082		00	03	15

1	2	3	4	5	6
Cont..	1083		00	03	14
	1092		00	05	59
	1108		00	04	86
	1035		00	10	23
	1034		00	07	98
	1030		00	03	25
	1031		00	03	60
	1032		00	04	03
	1033		00	04	28
	1115		00	02	94
	1012		00	05	42
	1011		00	06	53
	1010		00	11	57
	1009		00	00	40
	938/1				
	938/2		00	01	20
	938/3				
	936		00	06	22
	935		00	07	60
	932		00	00	82
	930		00	23	81
	372		00	06	03
	376		00	03	19
	377		00	02	54
	379/1				
	379/2		00	07	66
	379/3				
	381		00	06	60
	382		00	00	48
	380		00	00	48
	383		00	00	40
	911		00	00	40
	387		00	13	87
	386		00	07	02
	898		00	03	38
	389		00	14	34
	399		00	09	36
	884		00	00	40
	880/1				
	880/2		00	10	72
	402		00	18	01

1	2	3	4	5	6
Cont..	404/1		00	09	50
	404/2				
	405		00	11	58
	406/1				
	406/2		00	10	50
	406/3				
	406/4				
	439		00	07	96
	440		00	27	41
	441		00	21	45
	442		00	34	00
	446		00	04	74
	445		00	11	37
	447		00	16	39
	448		00	17	06
	444		00	08	33
	50		00	00	40
	48		00	24	47
	53		00	07	69
	43		00	23	11
	42		00	20	84
	36		00	02	70

[No. R-25011/31/2002-O.R.-I]
S.S. KEMWAL, Under Secy.

नई दिल्ली, 4 अक्टूबर, 2002

का. आ. 3162.—केन्द्रीय सरकार, पेट्रोलियम और खनिज-पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 29 सितम्बर, 2001, के पृष्ठ 5411 से पृष्ठ 5436 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2586, तारीख 25 सितम्बर, 2001 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

(क) पृष्ठ 5412 पर, स्तंभ 1 में आने वाले गांव "धामसीन" के सामने,

- (i) स्तंभ 2 में आने वाली सर्वे संख्या "535", के स्तंभ 4 में "0-19-28", क्षेत्र के स्थान पर "0-21-95", क्षेत्र रखा जाएगा ;
- (ii) स्तंभ 2 में आने वाली सर्वे संख्या "553", के स्तंभ 4 में "0-15-94", क्षेत्र के स्थान पर "0-17-55", क्षेत्र रखा जाएगा ;
- (iii) स्तंभ 2 में आने वाली सर्वे संख्या "596", के स्तंभ 4 में "0-20-90", क्षेत्र के स्थान पर "0-35-97", क्षेत्र रखा जाएगा ;
- (iv) स्तंभ 2 में आने वाली सर्वे संख्या "615", के स्तंभ 4 में "0-43-57", क्षेत्र के स्थान पर "0-43-72", क्षेत्र रखा जाएगा ;
- (v) स्तंभ 2 में आने वाली सर्वे संख्या "621", के स्तंभ 4 में "0-29-22", क्षेत्र के स्थान पर "0-31-10", क्षेत्र रखा जाएगा ;
- (vi) स्तंभ 2 में आने वाली सर्वे संख्या "620", के स्तंभ 4 में "0-09-50", क्षेत्र के स्थान पर "0-17-60", क्षेत्र रखा जाएगा ;
- (vii) स्तंभ 2 में आने वाली सर्वे संख्या "638" के स्तंभ 4 में "0-10-20", क्षेत्र के स्थान पर "0-11-20", क्षेत्र रखा जाएगा ;
- (viii) स्तंभ 2 में आने वाली सर्वे संख्या "639", के स्तंभ 4 में "0-94-56", क्षेत्र के स्थान पर "1-00-00", क्षेत्र रखा जाएगा ;
- (ix) स्तंभ 2 में आने वाली सर्वे संख्या "349", के स्तंभ 4 में "0-34-10", क्षेत्र के स्थान पर "0-36-24", क्षेत्र रखा जाएगा ;
- (x) स्तंभ 2 में आने वाली सर्वे संख्या "351", के स्तंभ 4 में "0-28-83", क्षेत्र के स्थान पर "0-32-50", क्षेत्र रखा जाएगा ;
- (ख) पृष्ठ 5414 पर, स्तंभ 1 में आने वाले गांव "बड़गाँव" के सामने,
- (i) स्तंभ 2 में आने वाली सर्वे संख्या "1244", के स्तंभ 4 में "0-09-32", क्षेत्र के स्थान पर "0-31-31", क्षेत्र रखा जाएगा ;
- (ग) पृष्ठ 5419 पर, स्तंभ 1 में आने वाले गांव "फतेहपुरा" के सामने,
- (i) स्तंभ 2 में आने वाली सर्वे संख्या "108", के स्थान पर सर्वे संख्या "105", स्तंभ रखी जाएगी ;
- (घ) पृष्ठ 5419 पर, स्तंभ 1 में आने वाले गांव "अखरा" के सामने,
- (i) स्तंभ 2 में आने वाली सर्वे संख्या "950", के स्तंभ 4 में "0-16-42", क्षेत्र के स्थान पर "0-16-94", क्षेत्र रखा जाएगा ;
- पृष्ठ 5420 पर, स्तंभ 1 में आने वाले गांव "अखरा" के सामने,

- (ii) स्तंभ 2 में आने वाली सर्वे संख्या “380”, के स्तंभ 4 में “0-00-24”, क्षेत्र के स्थान पर “0-00-75”, क्षेत्र रखा जाएगा ;
- (iii) स्तंभ 2 में आने वाली सर्वे संख्या “376”, के स्तंभ 4 में “0-10-80”, क्षेत्र के स्थान पर “0-12-34”, क्षेत्र रखा जाएगा ;
- (iv) स्तंभ 2 में आने वाली सर्वे संख्या “357”, के स्तंभ 4 में “0-00-91”, क्षेत्र के स्थान पर “0-06-51”, क्षेत्र रखा जाएगा ;
- (v) स्तंभ 2 में आने वाली सर्वे संख्या “358”, के स्तंभ 4 में “0-00-74”, क्षेत्र के स्थान पर “0-01-20”, क्षेत्र रखा जाएगा ;
- (vi) स्तंभ 2 में आने वाली सर्वे संख्या “364”, के स्तंभ 4 में “0-10-70”, क्षेत्र के स्थान पर “0-12-20”, क्षेत्र रखा जाएगा ;
- (vii) स्तंभ 2 में आने वाली सर्वे संख्या “360”, के स्तंभ 4 में “0-17-29”, क्षेत्र के स्थान “0-17-50”, क्षेत्र रखा जाएगा ;

[फा. सं. आर-31015/19/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 4th October, 2002

S. O. 3162.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.2586, dated the 25th September, 2001, published at pages 5424 to 5436, in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 29th September, 2001, namely:-

In the Schedule to the said notification:-

(A)

at page 5425, against village “Dhamsin” occurring in column 1,

- (i) in Survey No.”535”, occurring in column 2, for the area “0-19-28”, occurring in column 4, the area “0-21-95” shall be substituted;
- (ii) in Survey No.”553”, occurring in column 2, for the area “0-15-94”, occurring in column 4, the area “0-17-55” shall be substituted;
- (iii) in Survey No.”596”, occurring in column 2, for the area “0-20-90”, occurring in column 4, the area “0-35-97” shall be substituted;
- (iv) in Survey No.”615”, occurring in column 2, for the area “0-43-57”,

- occurring in column 4, the area "0-43-72" shall be substituted;
 - (v) in Survey No."621", occurring in column 2, for the area "0-29-22", occurring in column 4, the area "0-31-10" shall be substituted;
 - (vi) in Survey No."620", occurring in column 2, for the area "0-09-50", occurring in column 4, the area "0-17-60" shall be substituted;
 - (vii) in Survey No."638", occurring in column 2, for the area "0-10-20", occurring in column 4, the area "0-11-20" shall be substituted;
 - (viii) in Survey No."639", occurring in column 2, for the area "0-94-56", occurring in column 4, the area "1-00-00" shall be substituted;
 - (ix) in Survey No."349", occurring in column 2, for the area "0-34-10", occurring in column 4, the area "0-36-24" shall be substituted;
 - (x) in Survey No."351", occurring in column 2, for the area "0-28-83", occurring in column 4, the area "0-32-50" shall be substituted;
- (B) at page 5426, against village 'Badgaon', occurring in column 1,
- (i) in Survey No."1244", occurring in column 2, for the area "0-09-32", occurring in column 4, the area "0-31-31" shall be substituted;
- (C) at page 5431, against village 'Fatehpura', occurring in column 1, for Survey No."108", occurring in column 2, Survey No."105" shall be substituted;
- (D) at page 5432, against village 'Akhrar', occurring in column 1,
- (i) in Survey No."950", occurring in column 2, for the area "0-16-42", occurring in column 4, the area "0-16-94" shall be substituted;
 - (ii) in Survey No."380", occurring in column 2, for the area "0-00-24", occurring in column 4, the area "0-00-75" shall be substituted;
 - (iii) in Survey No."376", occurring in column 2, for the area "0-10-80", occurring in column 4, the area "0-12-34" shall be substituted;
 - (iv) in Survey No."357", occurring in column 2, for the area "0-00-91", occurring in column 4, the area "0-06-51" shall be substituted;
 - (v) in Survey No."358", occurring in column 2, for the area "0-00-74", occurring in column 4, the area "0-01-20" shall be substituted;
 - (vi) in Survey No."364", occurring in column 2, for the area "0-10-70", occurring in column 4, the area "0-12-20" shall be substituted;
 - (vii) in Survey No."360", occurring in column 2, for the area "0-17-29", occurring in column 4, the area "0-17-50" shall be substituted;

नई दिल्ली, 4 अक्टूबर, 2002

का. आ. 3163.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक मुन्द्रा—भटिण्डा पाइपलाइन के माध्यम से अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड, (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार ने भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2586 तारीख 25 सितम्बर, 2001 द्वारा कतिपय भूमि में उपयोग का अधिकार अर्जित करने के अपने आशय की घोषणा की थी;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में, श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा—भटिण्डा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग संयन्त्र, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा.

अनुसूची

तहसील : रानीवाड़ा		जिला : जालौर		राज्य : राजस्थान	
गाँव का नाम	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक	ROU क्षेत्रफल.		
			हेक्टर	एयर	वर्ग मी.
1	2	3		4	
धामसीन	597		0	02	43

[फा. सं. अए.-31015/19/2001-ओ.आर-II]

हरीश कुमार, अधर सचिव

New Delhi, the 4th October, 2002

S. O, 3163.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra - Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the Central Government has declared its intention to acquire the right of user in certain lands by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2586 dated the 25th September, 2001;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R.CHAUDHARY, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur -342005.

SCHEDULE

Tehsil : Raniwada		District : Jalore		State : Rajasthan	
Name of Village		Survey No.		Part if any	
				ROU - Area	
				Hect.	Sq.mt.
1		2		4	
Dhamsin		597		0 02	43

[No. R-31015/19/2001-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 4 अक्टूबर, 2002

का. आ. 3164.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 8 दिसम्बर 2001, में पृष्ठ 7299 से पृष्ठ 7309 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3312, तारीख 6 दिसम्बर 2001, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची में पृष्ठ 7304 पर, स्तंभ 1 में आने वाले गांव "लुनावास खुरद" के सामने :-

- (क) स्तंभ 2 में आने वाले शीर्षक "खसरा सं०" के नीचे "37" के स्थान पर "167" रखा जाएगा ;
- (ख) स्तंभ 3 में आने वाले शीर्षक "भाग यदि कोई है" के नीचे, "मिन" के स्थान पर, "37" रखा जाएगा ;

[फा. सं. आर-31015/33/2001-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 4th October, 2002

S. O. 3164.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 3312, dated the 6th December, 2001, published at pages 7309 to 7318 in Part II, section 3, sub-section (ii) of the Gazette of India, dated the 8th December, 2001:-

In the Schedule to the said notification, at page 7314, against village "Lunawas Khurd" occurring in column 1:-

- (a) Under the heading "Khasra No", occurring in column 2, for "37", "167" shall be substituted;
- (b) Under the heading "Part if Any", occurring in column 3, for "Min", "37" shall be substituted.

[F. No. R-31015/33/2001-O.R.-II]
HARISH KUMAR, Under Secy.

भ्रम मंत्रालय

नई दिल्ली, 6 सितम्बर, 2002

क्र.आ. 3165.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 64/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2002 को प्राप्त हुआ था।

[सं० एल-12012/38/98-आई. आर. (बी -II)]

सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 6th September, 2002

S.O. 3165.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 64/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 5-9-2002.

[No. L-12012/38/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Friday, the 16th August, 2002

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE No. 64/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 3/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri R. Ramesh and the Management of Indian Bank, Trichy)

BETWEEN

Shri R. Ramesh : I Party/Workman

AND

The Zonal Manager, : II Party/Management

Indian Bank, Zonal Office,
Tiruchirappalli.**APPEARANCE:**For the Workman : M/s. R. Rengaramanujam &
S. Ravi, AdvocatesFor the Management : M/s. Aiyar & Dolia &
N. Krishnakumar,
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/38/98/IR (B-II) dated 30-12-98.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 3/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 64/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 29-01-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Indian Bank in denying employment to Sri R. Ramesh as Sub-staff is legal and justified? If not, to what relief the said workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri R. Ramesh (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner has joined the Bank of Thanjavur Ltd. on 1-6-87 on daily wages of Rs. 15/- as a sub-staff at

Srirangam branch. He had worked there up to 19-2-1990 continuously for 148 days till the Bank of Thanjavur Ltd. merged with Indian Bank on 20-02-1990. Even thereafter, up to 1992 he was engaged in the Srirangam branch of Indian Bank as and when required and he was paid on the basis of the work entrusted to him. From the year 1992 to 31-7-1995, he worked in the Srirangam branch of Indian Bank when two of the bank's sub staff were on leave and he was paid Rs. 35/- per day. He was engaged as sub-staff on daily basis continuously from 1-8-95 on daily wages of Rs. 50/- During the said period, he was engaged both as sub-staff and also for doing clerical work. He had completed 240 days continuous service in a year and also completed 480 days within a period of 24 calendar months and thus, attracting the provisions of the Tamil Nadu Industrial Establishments (Conferment of Permanent Status to workman) Act, 1981. Further, at the time of amalgamation of Bank of Thanjavur Ltd. with the Respondent/Bank, it was agreed that those sub-staff who worked in leave vacancies of sub-staff for a minimum period of 90 days would be considered for the post of sub-staff in the Respondent/Bank. Violating the above, the Respondent/Bank had terminated the services of the Petitioner from 1-1-97 without assigning any reason. The industrial dispute raised by the Petitioner before the Assistant Labour Commissioner (Central), Trichy, ended in failure of conciliation. Then the dispute has been referred by the Govt. to the Tribunal for adjudication. The Petitioner had studied up to SSLC and was not successful in the SSLC Examination. He had registered his name in Employment Exchange, Trichy and the registration No. is 794/7941/82. Though the employment of the Petitioner was said to be a temporary one, in reality, it is not so. It is an unfair labour practice by the Respondent/Bank in throwing him out of his employment without any notice. The abrupt stoppage of petitioner from 1-1-97 without any notice and without following the principles laid down under Section 25F of the Industrial Disputes Act, 1947 is wholly unjustified, illegal and arbitrary. Neither notice nor notice pay in lieu of notice was paid to the workman as per Section 25F of the Act. As per clause 20.12 of Bipartite Settlement, temporary workman will be given preference while filling up permanent vacancy. Since it comes under class IV Category, Employment Exchange Compulsory Notification Act will not be applicable to the Petitioner. Since the Petitioner was engaged by the branch in the permanent vacancy for more than 240 days in a year and 480 days within a period of 24 months, the Petitioner is having preferential treatment and is having a vested right over the existing vacancy of Driver under the Respondent/Management. There are several vacancies to absorb the Petitioner into service, yet the management is refusing to re-engage the Petitioner and to regularise his services. Hence, it is prayed that this Hon'ble Tribunal may direct the Respondent/Bank to absorb the Petitioner into service in the existing vacancy and to regularise his service.

3. The averments in the Counter Statement filed by the II Party/Management Indian Bank, Zonal Office, Trichy (hereinafter refers to as Respondent) are briefly as follows:—

The Petitioner was working only on casual basis. The Respondent/Bank has been having a system of maintaining a panel of temporary sub-staff to work in the vacancies of permanent sub-staff going on leave in branches attached to the Zonal Office. The engagement of the empanelled sub-staff has been on day-to-day basis and as such, casual employees are paid daily wages. Such engagement on day-to-day basis comes to end at the close of the day. The Petitioner was never in the panel of temporary sub-staff. The Respondent/Bank is a public sector bank and it is bound to adhere to the guidelines issued by the Government of India in regard to the engagement of temporary sub-staff. The list of candidates sponsored by Employment Exchange subject to their satisfying their norms relating to age, educational qualification etc. are called for. An interview is conducted and the successful candidates are empanelled for engagement as temporary employees. The erstwhile Bank of Thanjavur Ltd. got amalgamated with the Respondent/Bank on 20-2-1990, in terms of the scheme of amalgamation sanctioned by the Government of India under Section 45(7) of the Banking Regulation Act, 1949. The Petitioner had admitted in his Claim Statement that he had worked on daily wages for 140 days during the period from 1-6-87 to 19-2-90. From the duration, it is evidently clear that his services were utilised only on casual basis intermittently. The erstwhile Bank of Thanjavur Ltd. vide its circular dated 30-12-1989 advised all its Branch Managers not to engage any person either temporarily or on casual basis. Mere engagement of a person on ad-hoc/temporary/casual basis does not confer any right for regular absorption. Mere registration of the Petitioner's name with the Employment Exchange done on his own instance does not confer upon him any right for regular absorption. It is not a fact that his candidature was sponsored by the Employment Exchange as there has been no occasion for the Respondent/Bank to request the Employment Exchange to sponsor candidates. Admittedly, he having passed SSLC examination, is not qualified for being engaged even on casual basis. The real fact that he was engaged purely on casual basis at Srirangam branch from August, 1995 to February, 1997 does not mean the vacancy, if any, has to be filled by absorbing him. All the policies regarding recruitment and placement of personnel are based on the guidelines and policies of the Government of India and also the settlements entered into with the recognised unions. There is no unfair labour practice as falsely alleged in the Claim Statement. For being employed as a sub-staff the maximum qualification as per the norms of the Respondent/Bank is VII standard. The Petitioner is ineligible for being considered to be engaged as a sub-staff even on casual basis. The

provision of Bipartite Settlement referred to in the Claim Statement has no application to the case of the Petitioner. These clauses apply only to such of those persons who have been engaged as temporary sub-staff from the panel made by the bank in accordance with the settlement entered into by the banks with the recognised unions and with candidates sponsored by Employment Exchange. Therefore, the question of giving preference to the Petitioner in the matter of filling permanent vacancies, if any, does not arise. As a matter of fact, the recognised union had also felt and agreed under a settlement dated 6-7-1992 that as one time measure, cases of persons to be engaged without being sponsored by Employment Exchange and those who has worked for 90 days or more during the period between 1-1-82 and 31-12-89 can be considered for regularisation. The Petitioner does not come under this category for he was engaged from 1995 in the Indian Bank. Therefore, subsequent to the aforesaid settlement, the bank has been following only the directives and guidelines issued by Government of India from time to time. Therefore, the Petitioner's claim is misconceived and untenable. The Petitioner is neither in the panel of temporary sub-staff nor he has been sponsored by Employment Exchange. Therefore, the question of giving preference for filling permanent vacancies provided under para 20.12 of the Bipartite Settlement does not arise and therefore, giving preference in the matter of providing employment to him does not arise. This engagement itself is not in accordance with the para 20.12 of Bipartite Settlement. For invoking the said clause, he should have been in the temporary panel of sub-staff or he should have been brought into the panel through Employment Exchange. The reference made to Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is misplaced and it has no application for the Respondent/Bank, which is a nationalised bank. His engagement being a casual one that too on day-to-day basis, the allegation that he had worked for 240 days in a year and also 480 days within a period of 24 months has no relevance and the same does not confer any right on him to claim regularisation or absorption into the services of the bank. The Petitioner was never appointed by the erstwhile Bank of Thanjavur Ltd. to any particular post of sub-staff. Subsequent to the merger of Bank of Thanjavur Ltd. with Indian Bank long after 20-2-90, the Petitioner was engaged on casual basis in 1995 that too intermittently. The irregular engagement made on being found, could be rectified by the management as and when the irregularity comes to light. In the light of the same, the question of the Petitioner invoking Section 25F of the Industrial Disputes Act does not arise and such contentions are misconceived. Hence, it is prayed that this Hon'ble Tribunal may be pleased to reject the reference by dismissing the claim of the Petitioner.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side.

2 documents on the side of the I Party/Workman and 6 documents on the side of the II Party/Management were marked by consent as Ex. W 1 & W2 and Ex. M1 to M6 respectively. The learned counsel on either side have advanced their respective arguments.

5. The point for my consideration is—

“Whether the action of the management of Indian Bank in denying employment to Sri R. Ramesh as sub-staff is legal and justified? If not, to what relief the said workman is entitled?”

Point :—

The I Party/Workman Petitioner Sri R. Ramesh had worked as temporary sub-staff for 148 days in the erstwhile Bank of Thanjavur Ltd. The Bank of Thanjavur Ltd. merged with Indian Bank on 20-02-90. On 21-6-90, the Manager of Srirangam branch of the Indian Bank has given a certificate stating that Mr. R. Ramesh had worked nearly 148 days as temporary sub-staff for the erstwhile Bank of Thanjavur Ltd. from 1-6-87. The xerox copy of that certificate is Ex. W 1. In the Claim Statement itself, the Petitioner has stated that on a daily wage of Rs. 15/-, he worked as a sub-staff at Srirangam branch of erstwhile Bank of Thanjavur Ltd. It is his specific averment in the Claim Statement that on 1-6-87, he joined Bank of thanjavur Ltd. on daily wages as sub-staff at Srirangam branch and he had worked there up to 19-2-90 for 148 days. This averment of the Petitioner shows that he worked on daily wages for 148 days during the period from 1-6-87 to 19-2-90 on casual basis intermittently. With regard to empanelment of temporary sub-staff at the branches of erstwhile Bank of Thanjavur Ltd., the Personnel Department of Central Office of Indian Bank, Madras, has sent a circular dated 21-12-92 to the Manager of the branches. It is mentioned in that circular that the bank management has decided to consider the cases of persons reported to have been engaged as temporary sub-staff as one time measure for inclusion in their panel of temporary sub-staff, subject to two conditions mentioned therein. The xerox copy of that circular is Ex. W2. The first condition is that the person must have worked in the Bank of Thanjavur Ltd. as a temporary sub-staff and paid wages accordingly for a minimum period of 90 days from the date of initial engagement to the date of amalgamation and the second condition is, that those persons must have live Employment Exchange registration and conforms to the bank stipulations as regard to qualification and age for empanelment in temporary sub-staff panel. It is further mentioned in that circular that calling for particulars should not be construed as an offer for empanelment in temporary sub-staff panel. It is not disputed that the Petitioner was engaged on casual basis at Srirangam branch of the Respondent/Bank from August, 1995 to February, 1997 on leave vacancy. On amalgamation of erstwhile Bank of Thanjavur Ltd. with the Indian Bank.

on 20-2-90, all the permanent staff of erstwhile Bank of Thanjavur Ltd. were taken into Indian Bank services. Since Petitioner had worked on daily wages as sub-staff in the erstwhile Bank of Thanjavur Ltd. Srirangam branch. It is seen that he was not a regular employee of the erstwhile Bank of Thanjavur Ltd. for taken into services of the Indian Bank on amalgamation on 20-2-90. It is pleaded in the Counter Statement of the Respondent/Bank that the erstwhile Bank of Thanjavur Ltd. vide its circular dated 30-12-89 advised all its Branch Managers not to engage any person either temporarily or on casual basis. The xerox copy of that circular is Ex. M2. Admittedly, the Petitioner was not appointed by the erstwhile Bank of Thanjavur Ltd. as a permanent messenger or sub-staff. He had been engaged on temporary casual basis and has not been recruited as per recruitment rules. In the Srirangam branch of the Respondent/Bank also he was engaged purely on casual basis. In the Claim Statement itself, the Petitioner has stated that he was engaged as a sub-staff on daily basis from 1-8-95 at Rs. 50/-per day. Such engagement of the Petitioner on casual basis at Srirangam branch by the Respondent/Bank does not confer any right to the Petitioner for regular absorption in the vacancy, if any, as sub-staff in the Respondent/Bank branch. As per the circular Ex. W2, even for empanelment in the temporary sub-staff panel, the person must have a live Employment Exchange registration and must conform the stipulations as regard to qualification and age for empanelment in temporary sub-staff panel. The Respondent/Indian Bank management, Personnel Department at the Head Office, Madras sent a circular dated 4-3-83 to all the branches mentioning the norms relating to engagement of persons during the leave vacancies as sub-staff. The xerox copy of that circular is Ex. M5. In that the minimum qualification for engaging a sub-staff in the leave vacancy has been mentioned as pass in V Standard and maximum qualification as pass in VII Standard. As per this norms, the Petitioner's maximum educational qualification must be pass in VII Standard. But in the Claim Statement itself, the Petitioner has stated that he has studied up to SSLC and was not successful in the SSLC examination. It is the contention of the Respondent/Management that for being employed as a sub-staff the maximum qualification as per the norms of the Respondent/Bank is VII Standard and since the Petitioner has studied up to SSLC, he is in eligible for being considered to be engaged as a sub-staff even on casual basis. The learned counsel for the Respondent/Management had argued that even the provisions of Bipartite Settlement do not attract this Petitioner, since the Petitioner is not in the panel of temporary sub-staff. As per that settlement, the persons who were engaged without being sponsored by Employment Exchange and worked for 90 days or more during the period 1-1-82 to 31-12-89 as a one time measure that if the persons are found suitable for selection, they may be taken back in the panel for being engaged in the leave vacancies of sub-staff, subject to

necessary approval being obtained from Director General of Employment & Training. As per this term in the settlement, the Petitioner must be found suitable for selection for empanelment of temporary sub-staff. As stated earlier, his educational qualification is more than the maximum prescribed for the sub-staff. By engaging over-qualified like the Petitioner for the temporary sub-staff post, the benefits available to the persons who have educational qualification from V standard to VII standard have been deprived. So from all these things, it is seen that the engagement of the Petitioner even on casual basis at Srirangam branch from August, 1995 to February, 1997 is only an unauthorised one. On that basis, the Petitioner cannot claim it as a right to be absorbed in the vacancy of a permanent sub-staff in the Respondent/Bank. Further, as it is stated in the Counter Statement of the Respondent/Management, the provisions of Bipartite Settlement referred to in the Claim Statement of the Petitioner has no application to the case of the Petitioner and those clauses apply only to such of those persons who have been engaged as temporary sub-staff from the panel made by the bank in accordance with settlements entered into by the banks with the recognised unions and with candidates sponsored by Employment Exchange. As it is rightly contended by the Respondent/Management, the question of giving preference to the Petitioner in the matter of filling permanent vacancy, if any, does not arise. The petitioner does not come under the category of persons mentioned in Ex. W6 settlement dated 6-7-92, which is meant for 'one time measure' for the persons mentioned in the terms of that Settlement because the Petitioner was engaged from 1995 in the Indian Bank. It is the definite contention of the Respondent/Bank that subsequent to that settlement, the Bank has been following only the directives and guidelines issued by Government of India from time to time. In support of the same, the xerox copy of the Government of India Notifications and circulars issued by the bank have been filed as exhibits on the side of the management. They are Ex. M1 and M4. So, from this it is seen that the Petitioner was neither in the temporary sub-staff panel nor sponsored by Employment Exchange. Therefore, the question of giving preference while filling permanent vacancies provided under para 20.12 of Bipartite Settlement does not arise. Hence for providing employment to the Petitioner by giving preference to him does not arise. For invoking the said clause of the Bipartite Settlement, the Petitioner should have been in the temporary panel of sub-staff or he should have been brought into the panel through Employment Exchange. Since he has not come under that category, his claim in pursuance of the provisions under para 20.12 of Bipartite Settlement cannot be taken as correct. As it is contended by the Respondent/Bank, since the Petitioner has been engaged on a casual basis, that too on day-to-day basis, his allegation in the Claim Statement that he had worked for 240 days in a year and also 480 days within a period of 24 months does not confer him any right to claim

regularisation or absorption into the services of the bank. Even according to his averments in the Claim Statement, he had worked only for 148 days, but he has not made any claim for absorption during the period between 1987 and 1990. As it is seen from the available materials, the Petitioner was never appointed by the erstwhile Bank of Thanjavur Ltd. to any particular post of sub-staff and even after the merger of erstwhile Bank of Thanjavur Ltd. with Indian Bank the Petitioner was engaged in 1995 on casual basis that too intermittently. So under such circumstances, the question of invoking Section 25F of the Industrial Disputes Act, 1947 does not arise. So, there is no question of abrupt stoppage of the Petitioner from 1-11-97 without any notice and without following the procedure under Section 25F of the Industrial Disputes Act, 1974 by the Respondent/Bank. It is not disputed that the Respondent/Bank is a public sector bank and it is bound to adhere to the guidelines issued by the Government of India in regard to the engagement of temporary sub-staff. Admittedly, the Petitioner has not been engaged by the Respondent/Bank as per their recruitment rules and he had not undergone any selection process as per Banking Service Rules. It is specifically stated in the Counter Statement of the Respondent/Bank that it has been having a system of maintaining a panel of temporary sub-staff to work in the vacancies of permanent sub-staff going on leave in branches attached to the Zonal Office and that the engagement of empanelled sub-staff has been on day-to-day basis and as such casual employees are paid daily wages and that such engagement on day-to-day basis comes to end at the close of the day and that the Petitioner was never in the panel of temporary sub-staff. All these specific averments in the Counter Statement of the Respondent has not been denied as incorrect. It is also not disputed that the ban on recruiting sub-staff is still in force. It is observed by the Hon'ble Supreme Court of India in a case reported as 1992 2 LLJ SC pg. 452 DELHI DEVELOPMENT HORTICULTURE EMPLOYEES' UNION Vs. DELHI ADMINISTRATION DELHI & OTHERS that "we may take note of the pernicious consequences to which the direction for regularisation of the workman on the only ground that they have put in work for 240 or more days has been leading. Although, there is Employment Exchange Act which required recruitment on the basis of registration in the Employment Exchange, it has become a common practice to ignore the Employment Exchange and the persons registered in the Employment Exchanges and to employ and get employed directly those who are either not registered with the Employment Exchange or who though registered are lower in the long awaiting list in the employment register. The courts can take judicial notice of the fact that such employment is sought and given directly for various illegal considerations including money. The employment is given first for temporary periods with technical breaks to circumvent the relevant rules and is

continued for 240 or more days with a view to give benefit of regularisation knowing the judicial trend that those who have completed 240 or more days are directed to be automatically regularised. A good deal of illegal employment marked has developed resulting in a new source of corruption and frustration of those who are waiting at the Employment Exchanges for years. Not all those who gain such back door entries in the employment are in need of the particular jobs. Though already employed elsewhere, they join the jobs for better and secured prospects. That is why, most of the cases which come to the Court are of employment in Govt. departments, public undertakings or agencies." This observation of the Supreme Court in the above mentioned case is squarely applicable to the facts of this case. It is held by the Calcutta High Court in a case reported as 1999 11 LLJ 1173 CALCUTTA TRAMWAYS COMPANY 1978 AND OTHERS Vs. RAMESH AND 17 OTHERS "that an appointment to a permanent service must be made in terms of recruitment rules for the said purpose, there must exist a vacancy. The person appointed through backdoor i.e. not in conformity with the rules could not claim permanency in service. Absorption in permanent service on the ground of social justice is not sustainable." This decision of the Calcutta High Court in the above cited case also is squarely applicable to the present case. In the present case also, the petitioner who has not been appointed to a permanent service in terms of recruitment rules. So in view of his engagement as casual employee in the Respondent/Bank on daily wage basis for number of days cannot confer on him any right to claim absorption as a permanent sub-staff of the Respondent/Bank. Hence, under such circumstances, the Petitioner cannot claim for an employment as sub-staff in a permanent vacancy or a permanent sub-staff in the Respondent/Bank. Hence, the action of the management of Indian Bank in denying employment to Sri R. Ramesh, the Petitioner/Workman is legal and justified. Hence, he is not entitled for any relief. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner/Workman Sri R. Ramesh is not entitled to any relief against the II Party/Management Indian Bank. No. Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th August, 2002).

K. KARTHIKEYAN, Presiding Officer

Witness Examined :-

On either side : None

Exhibits marked :-

For the I Party/Workman :-

Ex.No.	Date	Description
W1	21-06-90	Xerox copy of the service certificate issued to the Petitioner by Branch Manager Srirangam

W2 21-12-92 Xerox copy of the circular issued by Assistant General Manager Indian Bank Central Office. To all the branches with regard to empanelment of temporary sub-staff at branches of erstwhile Bank of Thanjavur Ltd.

For the II Party/Management :-

Ex. No.	Date	Description
M1	30-09-78	Xerox copy of the Government of India Notification with regard to procedure for recruitment of substaff.
M2	30-12-89	Xerox copy of the staff department circular with regard to engagement of temporary messengers.
M3	19-02-90	Xerox copy of the letter from the Ministry of Finance Banking Division to the Chairman & Managing Director with regard to Scheme of amalgamation of Bank of Thanjavur Ltd. with Indian Bank.
M4	20-03-90	Xerox copy of the circular issued by Personnel Department Indian Bank to erstwhile bank of Thanjavur branches with regard to engagement of part time sweepers and in leave vacancies of sub-staff.
M5	04-03-83	Xerox copy of the circular issued by Head office, Indian Bank to all branches regarding engagement of persons during leave vacancies of sub-staff.
M6	06-07-92	Xerox copy of the memorandum of settlement Under section 12(3) of Industrial Disputes Act Between the Indian Bank management and Federation of Indian Employees' Union.

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 65/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं० एल-12012/89/98-आई. आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th September, 2002

S.O. 3166.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their Workman, which was received by the Central Government on 9-9-2002.

[No. L-12012/89/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 16th August, 2002

PRESENT :

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE No. 65/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 2/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri T.D. Jayapalan and the Management of Indian Bank, Chennai) :

BETWEEN

The General Secretary : I Party/Claimant
Indian Bank Employees'
Association (Tamil Nadu)
Chennai.

AND

The Deputy General : II Party/Management
Manager, Indian Bank,
Zonal Office, Chennai.

Appearance :

For the Claimant : M/s. R. Rengaramanujam &
S. Ravi & R. Prasadh,
Advocates

For the Management : M/s. Aiyar & Dolia &
N. Krishnakumar,
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section

2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/89/98/IR (B-II) dated 31-12-98.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 2/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 65/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 29-01-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

When the matter was posted for arguments on 16-7-2002, the learned counsel for the I Party/Claimant remained absent and there was no representation at all. The learned counsel for the II Party/Management alone present and has advanced his arguments. Since the matter is pending for arguments of the I Party/Claimant from 4-4-2002 and the counsel on record for I Party/Claimant has not chosen to advance his arguments, it is held that there is no argument for the I Party/Claimant.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side of II Party/Management alone, after hearing the arguments advanced by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Indian Bank in non-regularising the services of Sri T. D. Jayapalan as sub-staff is proper and justified? If not, to what relief the said workman is entitled?”

2. The averments in the Claim Statement of the I Party/Claimant, Indian Bank Employees Association (hereinafter refers to as Petitioner) are briefly as follows :—

The I Party/Union General Secretary, has raised this industrial dispute espousing the cause of the workman Sri T.D. Jayapalan. The concerned workman Sri T.D. Jayapalan was engaged as temporary sub-staff in the Velacherry

Branch of the Respondent/Indian Bank by the Branch Manager from 1-10-91. He worked continuously for 869 days without any break excepting weekly holidays and declared holidays. In the years 1992 and 1994 he has worked for 276 days and 274 days respectively. Thus he had completed 240 days continuous service in a year, attracting the provisions of the Tamil Nadu Industrial Establishments (Conferment of Permanent Status to Workman) Act, 1981. The Petitioner Union representing the concerned workman represented to the II Party/Management of Indian Bank, Chennai to regularise the services of the concerned workman. The efforts taken by the Union ended in vein. Hence, the Petitioner Union has raised industrial dispute before the Assistant Labour Commissioner (Central), Trichy, for conciliation. But the conciliation ended in failure and on submission of failure of conciliation report by the Assistant Labour Commissioner (Central) the Govt. has referred this dispute to this Tribunal for adjudication. The concerned workman had registered his name in the Employment Exchange. His qualification is X standard fail. The very fact that the concerned workman was in continuous employment for 869 days prove that there was continuous need for employment of the workman under Respondent/Management. Though the employment of the concerned workman is said to be a temporary one, in reality, it is not so. He had been engaged by the Respondent/Bank against the permanent vacancies of more than five years from 1991 onwards. Yet, the management had not taken any action to regularise the services of the concerned workman or to grant him temporary status and absorb him in a permanent vacancy that may arise in future. It is an unfair labour practice of the Respondent/Bank. The Bipartite Settlement dated 19-10-1966 defined temporary employees and deals with engagement of temporary sub-staff in Chapter 20.3 Clause 20.7 and 20.12. Clause 20.16 specifically deals with the engagement of temporary sub-staff. Though he is said to be temporarily appointed on daily wages as and when required, the continuous engagement of the workman amply proves the continuous need of the workman. As per the Bipartite Settlement clause 20.12 the temporary workman will be given preference while filling in permanent vacancy. Since it comes under class IV category Employment Exchange Compulsory Notification Act, will not be applicable to the workman. Since the concerned workman Sri T.D. Jayapalan was engaged by the Respondent/Bank in the permanent vacancy for more than 240 days in a year and 480 days within a period of 24 months, he is having preferential treatment and is vested with a right over the existing vacancies under the Respondent/Management. There are several vacancies to absorb the workman into service, yet the management is refusing to re-engage the concerned workman and to regularise his services. Hence, it is prayed that this Hon'ble Tribunal may be pleased to direct the Respondent/Bank to absorb the concerned workman into service in the existing vacancy and to regularise his service.

3. The averments in the Counter Statement filed by the II Party/Management, Indian Bank Management Chennai (hereinafter refers to as Respondent) are briefly as follows:—

The concerned workman those style himself as temporary, he was working only on casual basis. The Respondent/Bank has been having a system of maintaining a panel of temporary sub-staff to work in the vacancies of permanent sub-staff going on leave in branches attached to the Zonal Office. The engaging of the empanelled sub-staff has been on day-to-day basis and as such, casual employees are paid daily wages. Such engagement on day-to-day basis comes to end at the close of the day. Sri T.D. Jayapalan was never in this panel. The Respondent/Bank is a public sector bank and it is bound to adhere to the guidelines issued by the Government of India in regard to the engagement of temporary sub-staff. The list of candidates sponsored by Employment Exchange subject to their satisfying their norms relating to age, educational qualification etc. are called for. An interview is conducted and the successful candidates are empanelled for engagement as temporary employees. Mere engagement of a person on ad-hoc/temporary/casual basis does not confer any right for regular absorption. Mere registration of Sri T.D. Jayapalan's name with the Employment Exchange done on his own instance does not confer upon him any right for regular absorption. It is not a fact that his candidature was sponsored by the Employment Exchange as there has been no occasion for the Respondent/Bank to request the Employment Exchange to sponsor candidates. Admittedly, he having passed IX standard examination, is not qualified for being engaged even on casual sub-staff. All the policies regarding recruitment and placement of personnel are based on the guidelines and policies of the Government of India and also the settlements entered into with the recognised unions. There is no unfair labour practice as falsely alleged in the Claim Statement. The provision of Bipartite Settlement referred to in the Claim Statement has no application to the case of Sri T.D. Jayapalan. These clauses apply only to such of those persons who have been engaged as temporary sub staff from the panel made by the bank in accordance with the settlements entered into by the banks with the recognised unions and with candidates sponsored by Employment Exchange. Therefore, the question of giving preference to Sri T.D. Jayapalan in the matter of filling permanent vacancies, if any, does not arise. The concerned workman has no right to make any claim for absorption. As a matter of fact, the recognised union had also felt and agreed under a settlement dated 6-7-1992 that as one time measure, cases of persons to be engaged without being sponsored by Employment Exchange and those who has worked for 90 days or more during the period between 1-1-82 and 31-12-89 can be considered for regularisation. The

concerned workman does not come under this category for he was engaged unauthorisedly from 1992 in the Indian Bank. Therefore, subsequent to the aforesaid settlement, the bank has been following only the directives and guidelines issued by Government of India from time to time. Therefore, the Petitioner Association's claim is misconceived and untenable. The concerned workman is neither in the panel of temporary sub-staff nor he has been sponsored by Employment Exchange. Therefore, the question of giving preference for filling permanent vacancies provided under para 20.12 of the Bipartite Settlement does not arise and therefore, giving preference in the matter of providing employment to him does not arise. This engagement itself is not in accordance with the para 20.12 of Bipartite Settlement. For invoking the said clause he should have been in the temporary panel of sub-staff or he should have been brought into the panel through Employment Exchange. The reference made to Industrial Establishment (Conferment of Permanent Status Workmen) Act, 1981 is misplaced and it has no application for the Respondent/Bank, which is a nationalised bank. The concerned workman's engagement being a casual one that too on day-to-day basis, the allegation that he had worked for 240 days in a year and also 480 days within a period of 24 months has no relevance and the same does not confer any right on him to claim regularisation or absorption into the services of the bank. The irregular engagement made on being found, could be rectified by the management as and when the irregularity comes to light. In the light of the same, the question of the concerned workman invoking Section 25F of the Industrial Disputes Act does not arise and such contentions are misconceived. Hence, it is prayed that this Hon'ble Tribunal may be pleased to reject the reference by dismissing the claim of the Petitioner Union.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. No documents has been marked as an exhibit on the side of the I Party/Workman. 4 documents on the side of the II Party/Management were marked by consent as Ex. M1 to M4. The learned counsel for the II Party/Management alone has advanced his arguments.

5. The point for my consideration is—

"Whether the action of the management of Indian Bank in non-regularising the services of Sir T.D. Jayapalan as sub-staff is proper and justified? If not, to what relief the said workman is entitled?"

Point:—

Issue:—The Indian Bank Employees' Association has raised this industrial dispute espousing the cause of the

workman Sri T.D. Jayapalan by challenging the action of the Respondent/Management Indian Bank in not regularising the services of the concerned workman as sub-staff as improper and unjustified. Though it is alleged in the Claim Statement that the concerned workman was engaged as temporary sub-staff by the Branch Manager of Velacherry Branch of the Respondent/Bank, Chennai, from 1-10-91 and he worked continuously for 869 days and that in the years 1992 and 1994 he has worked for 276 days and 274 days respectively, and he had completed 240 days of service in a year has not chosen to file any document or let in any oral evidence in proof of the same.

6. The Respondent/Indian Bank management, Personnel Department at the Head Office, Madras sent a circular dated 4-3-83 to all the branches mentioning the norms relating to engagement of persons during the leave vacancies as sub-staff. The xerox copy of that circular is Ex. M2. In that, the minimum qualification for engaging a sub-staff in the leave vacancy has been mentioned as pass in V Standard and maximum qualification as pass in VII Standard. As per this norms, the concerned workman's maximum educational qualification must be pass in VII Standard. But in the Claim Statement itself, the Petitioner Association has stated that the concerned workman has studied up to X Standard. It is the contention of the Respondent/Management that for being employed as a sub-staff the maximum qualification as per the norms of the Respondent/Bank is VII Standard and since the concerned workman has studied up to X Standard, he is ineligible for being considered to be engaged as a sub-staff even on casual basis. The learned counsel for the Respondent/Management had argued that even the provisions of Bipartite Settlement do not attract this concerned workman, since the concerned workman is not in the panel of temporary sub-staff. As per that settlement, the persons who were engaged without being sponsored by Employment Exchange and worked for 90 days or more during the period 1-1-82 to 31-12-89 as a one time measure and if the persons are found suitable for selection, they may be taken back in the panel for being engaged in the leave vacancies of sub-staff, subject to necessary approval being obtained from Director General of Employment & Training. As per this term in the settlement, the concerned workman must be found suitable for selection for empanelment of temporary sub-staff. As stated earlier, his educational qualification is more than the maximum prescribed for the sub-staff. By engaging over-qualified persons like the concerned workman for the temporary sub-staff post, the benefits available to the persons who have educational qualifications from V standard to VII standard have been deprived. So, from all these things, it is seen that the engagement of the concerned workman by the Respondent/Bank as a casual employee on day-to-day basis for more than 240 days in 1992 and 1994 is only an unauthorised one. On that basis, the Petitioner Association

cannot claim it as a right for absorbing the concerned workman in the vacancy of a permanent sub-staff in the Respondent/Bank. Further, as it is stated in the Counter Statement of the Respondent/Management, the provisions of Bipartite Settlement referred to in the Claim Statement of the Petitioner Union has no application to the case of the concerned workman and those clauses apply only to such of those persons who have been engaged as temporary sub-staff from the panel made by the bank in accordance with settlements entered into by the banks with the recognised unions and with candidates sponsored by Employment Exchange. As it is rightly contended by the Respondent/Management, the question of giving preference to the concerned workman in the matter of filling permanent vacancy, if any, does not arise. It is the definite contention of the Respondent/Bank that subsequent to that settlement, the bank has been following only the directives and guidelines issued by the Government of India from time to time. In support of the same, the xerox copy of the Government of India guidelines and circulars issued by the bank have been filed as Exs. M1 and M2. So, from this it is seen that the concerned workman was neither in the temporary sub-staff panel nor sponsored by Employment Exchange. Therefore, the question of giving preference while filling permanent vacancies provided under para 20.12 of Bipartite Settlement does not arise. Hence for providing employment to the concerned workman by giving preference to him does not arise. For invoking the said clause of the Bipartite Settlement, the concerned workman should have been in the temporary panel of sub-staff or he should have been brought into the panel through Employment Exchange. Since he has not come under that category, the claim of the Petitioner's Association on behalf of the concerned workman cannot be taken as correct in pursuance of the provisions under para 20.12 of Bipartite Settlement. As it is contended by the Respondent/Bank, since the concerned workman has been engaged on a casual basis, that too on day-to-day basis, his allegation in the Claim Statement that he had worked for 240 days in a year and also 480 days within a period of 24 months does not confer him any right to claim regularisation or absorption into the services of the bank. As it is seen from the available materials, the concerned workman was never appointed by the Velacherry Branch Manager of the Respondent/Bank to any particular post of sub-staff and he was engaged on casual basis that too intermittently. So under such circumstances, the question of invoking Section 25F of the Industrial Disputes Act, 1947 does not arise. So, there is no question of the Respondent/Bank Management regularising the services of the concerned workman Sri T. D. Jayapalan. It is not disputed that the Respondent/Bank is a public sector bank and it is bound to adhere to the guidelines issued by the Government of India in regard to the engagement of temporary sub-staff. Admittedly, the concerned workman has not been engaged by the Respondent/Bank as per their recruitment rules and he had

not undergone any selection process as per Banking Services Rules. It is specifically stated in the Counter Statement of the Respondent/Bank that it has been having a system of maintaining a panel of temporary sub-staff to work in the vacancies of permanent sub-staff going on leave in branches attached to the Zonal Office and that the engagement of empanelled sub-staff has been on day-to-day basis and as such casual employees are paid daily wages and that such engagement on day-to-day basis comes to end at the close of the day and that the concerned workman was never in the panel of temporary sub-staff. All these specific averments in the Counter Statement of the Respondent has not been denied as incorrect. It is also not disputed that the ban on recruiting sub-staff is still in force. It is observed by the Hon'ble Supreme Court of India in a case reported as 1992 2 LLJ SC pg. 452. DELHI DEVELOPMENT HORTICULTURE EMPLOYEES' UNION Vs. DELHI ADMINISTRATION DELHI & OTHERS that "we may take note of the pernicious consequences to which the direction for regularisation of the workman on the only ground that they have put in work for 240 or more days has been leading. Although, there is Employment Exchange Act which required recruitment on the basis of registration in the Employment Exchange, it has become a common practice to ignore the Employment Exchange and the persons registered in the Employment Exchanges and to employ and get employed directly those who are either not registered with the Employment Exchange or who though registered are lower in the long awaiting list in the employment register. The courts can take judicial notice of the fact that such employment is sought and given directly for various illegal considerations including money. The employment is given first for temporary periods with technical breaks to circumvent the relevant rules and is continued for 240 or more days with a view to give benefit of regularisation knowing the judicial trend that those who have completed 240 or more days are directed to be automatically regularised. A good deal of illegal employment marked has developed resulting in a veiw source of corruption and frustration of those who are waiting at the Employment Exchanges for years. Not all those who gain such back door entries in the employment are in need of the particular jobs. Though already employed elsewhere, they join the jobs for better and secured prospectus. That is why, most of the cases which come to the Court are of employment in Govt. Departments, public undertakings or agencies." This observation of the Supreme Court in the above mentioned case is squarely applicable to the facts of this case. It is held by the Calcutta High Court in a case reported as 1999 II LLJ 1173 CALCUTTA TRAMWAYS COMPANY 1978 AND OTHERS Vs. RAMESH AND 17 OTHERS that "an appointment to a permanent service must be made in terms of recruitment rules for the said purpose, there must exist a vacancy. The person appointed through backdoor i.e. not in conformity with the rules could not claim permanency in

service. Absorption in permanent service on the ground of social justice is not sustainable." This decision of the Calcutta High Court in the above cited case also is squarely applicable to the present case. In the present case also, the concerned workman who has not been appointed to a permanent service in terms of recruitment rules. So in view of his engagement as casual employee in the Respondent/Bank on daily wage basis for number of days cannot confer on him any right to claim absorption as a permanent sub-staff of the Respondent/Bank. Hence, the action of the Respondent/Management Indian Bank in not regularising the services of Sri T.D. Jayapalan as sub-staff is proper and justified. Hence, the concerned workman is not entitled to any relief.

7. In the result, an Award is passed holding that the claim of the I Party/Petitioner Association made on behalf of the concerned workman Sri T.D. Jayapalan cannot be granted against the II Party/Management Indian Bank. No Cost.

(Dictated to the Stenographer, transcribed and typed by him corrected and pronounced by me in the open court on this day the 16th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnessed Examined :

On either side : NONE

Exhibits marked :

For the I Party/claimant : Nil

For the II Party/Management :

Ex. No.	Date	Description
M1	30-09-78	Xerox copy of the Government of India Notification with regard to procedure for recruitment of sub-staff.
M2	04-03-83	Xerox copy of the circular issued by Head Office, Indian Bank to all branches regarding gagement of persons during leave vacancies of sub-staff.
M3	06-07-92	Xerox copy of the memorandum of settlement under section 12(3) of Industrial Disputes Act between the Indian Bank Management and Federation of Indian Bank Employees' Union
M4	Nil	Extract of clauses 20.5 to 20.18 and 21.1 of Bipartite Settlement.

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3167.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 611/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-12012/255/99-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th September, 2002

S.O. 3167.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 611/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 9-9-2002.

[No. L-12012/255/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT. CHENNAI

Friday, the 16th August, 2002

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 611/2001

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the workman Sri N. Amirthaguru and the management of Syndicate Bank Ltd.)

BETWEEN

Sri N. Amirthaguru : I Party/Workman

AND

The Deputy General Manager : II Party/ Management
Syndicate Bank, Chennai.

APPEARANCE:

For the Workman : Sri U. P. Shet,
Authorised Representative.

For the Management : M/s. T. S. Gopalan &
Co. Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/255/99/IR(B-II) dated 30-08-2001.

On receipt of records from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 611/2001 and notices were sent to the parties to the dispute with a direction to appear before this Tribunal on 03-10-2001 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, the Authorised Representative for the I Party/ Workman and the counsel on record for the II Party/ Management have filed their respective Claim Statement and Counter Statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral and documentary evidence let in on the side of the II Party/ Management, the written arguments filed by the authorised representative for the I Party/Workman, after hearing the arguments advanced by the learned counsel for the II Party/ Management and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Syndicate Bank, Chennai, in terminating the services of Sri N. Amirthaguru w.e.f. 28-04-1995 is legal and justified? If not, what relief the workman is entitled to?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri N. Amirthaguru (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner was appointed as the Daily Deposit Collector under the deposit scheme Pigmy Deposit at Vellore branch of the II Party/Management Syndicate Bank (hereinafter refers to as Respondent). The appointment letter dated 25-9-72 was issued by the Chief Development Officer, Planning Development Department, Head Office, Manipal, Karnataka. Since the date of his appointment, the Petitioner has been honestly and sincerely working for the growth of the bank. His services were terminated by the Respondent/Bank on 28-04-95 alleging that he was absenting from duties thereby not collecting deposit cash from the customers. At the time of termination his services, the Petitioner was on an average collecting Rs. 1,00,000/- deposits in cash per month and he had been paid monthly remuneration on an average of Rs. 4,000/- per month. The action of the Respondent/Bank in terminating the Petitioner

from service by invoking the terms of the contract after serving the institution of 23 years is wrong. The Deposit Collectors of banks did not have regulated service conditions and pay scales. After raising an industrial dispute, the Central Govt. Industrial Tribunal, Hyderabad, gave an Award holding that the Deposit Collectors are workmen part-time employees and other monetary benefits, full back wages of Rs.750/- per month, conveyance allowance linked to collection and gratuity and absorption as clerks and attenders according to qualification. The Andhra Pradesh High Court while confirming other provisions of Award, deleted the absorption benefit against the appeal of the bankers. Then the bankers filed Special Leave Petition before the Supreme Court and the Hon'ble Apex Court gave judgement on 13-2-2001, confirming the orders of the Andhra Pradesh High Court on the award of the Industrial Tribunal. The Supreme Court has held that Deposit Collectors are workmen as defined under section 2(s) of Industrial Disputes Act, 1947 and the commission earned by them is wages as defined under section 2(rr) of the Industrial Disputes Act, 1947. The Deposit Collectors of banks are not regular employees like clerks and attenders and they belong to a separate category of workmen. The Petitioner has full protection under Industrial Disputes Act, 1947 and the action of the Respondent in terminating him from services invoking the contract for service is illegal. They have violated Section 25G and 25F of Industrial Disputes Act, 1947 by retrenchment. The Petitioner was not attending to duties of collecting deposits from the customers of the bank as he was sick and he could not perform his duties. For about a month; as the Petitioner could not collect cash during February and March, 1995, he had informed the Respondent/Bank through his letters supported by medical certificates. Deposit Collectors have no leave facility and the Petitioner had to work day and night and on holidays also to earn his livelihood. It is not possible to appoint another collector by the Petitioner and such appointment is illegal and the Respondent/Bank would hold the Petitioner responsible for any irregularity committed by the person appointed by him for performing duties during his absence/leave. The Respondent/Bank had all the records and they could have directed another Deposit Collectors of the branch to collect the cash deposits. The Petitioner's representation for entrusting his duties after getting fitness certificate from the Doctor was not accepted by the Respondent/Management. The management refused to entrust duties and informed the Petitioner that once his service by invoking the terms of the agreement has been terminated, he would not be re-appointed. The action of the Respondent in terminating the Petitioner from service, in spite of his submission of letters for his absence supported by medical certificate is wrong. The Petitioner absconded from duties and the management did not hold any investigation or enquiry into the allegation levelled against him. The action of the Respondent/Management is illegal. Hence, it is prayed that

this Hon'ble Tribunal may be pleased to hold that the action of the Respondent/Management, Syndicate Bank in terminating the Petitioner from service is wrong, illegal and direct the Respondent/Management to reinstate the Petitioner in service of the bank with back wages.

3. The averments in the Counter Statement filed by the II Party/Management Syndicate Bank, Ambur (hereinafter refers to as Respondent) are briefly as follows : —

The Respondent is a nationalised bank having branches throughout the country including one at Vellore. The Respondent accepts several types of deposits and one such Deposit is called as Pigmy/Adarsh deposit. The Pigmy Deposit was first introduced by the Respondent bank by which the bank will deploy its agent to the door steps of the accountholders, collect the deposits irrespective of the amount and give credit entry for the deposits in the half-card maintained with the customers and same entries were also made in another portion of the half-card which is maintained in the bank's records. Such half-cards will contain dates from 1 to 31 and the cards will be changed every month. The collection of deposits has to be done on a daily basis without any disruption. This scheme of Pigmy Deposit has its own advantages for the accountholders, the bank and the Deposit Collectors, in that the deposit holder does not have to go to the bank to make the deposit, the bank does not have to restrict its acceptance of deposit only to the regular banking hours and the Deposit Collectors can also have flexibility of time in attending to the work of deposit collection. It was always understood that the Deposit Collectors are not regular employees of the bank. When a Deposit Collector/Agent is not able to go for collection of deposit on any day, he should make alternative arrangement for collecting the deposit. The terms of understanding between the bank and the Deposit Collector/Agent are reduced in writing in the form of an agreement. The scheme of Pigmy Deposit would not permit long absence of the deposit collector and when for any reason the Deposit Collectors is not able to make himself available for the long period, he has to necessarily forfeit his claim to act as a Deposit Collectors and the bank is obliged to terminate the agreement of such agency. By the order of the Respondent dated 25-09-1972, the Petitioner was appointed as an agent as a daily Deposit Collector under the Pigmy Deposit Scheme attached to the Vellore Branch. He stopped collecting deposits from 14-2-95 onwards without making alternate arrangements as per the terms of the Agency Agreement executed by him. By a letter dated 20-02-1995, the Vellore Branch directed him to call on them immediately on receipt of that letter. As there was no response, the Branch Manager visited his residence on 4-3-95 and the inmates informed him that he was taking treatment in Mysore and they were not sure of when he would return to Vellore. In the meantime, the customers started complaining and some of the customers who lent

him money privately have also started enquiring about his disappearance. The branch vide letter dated 15-3-95 advised him to report for duty immediately and to resume Pigmy Deposit collections failing which they will be constrained to take necessary action, including termination of his agency. Even then, there was no response from him. As the branch could not put up with his long absence, by a letter dated 20-4-95, The Petitioner was informed that if he does not report for duty by 24-4-95, it would be deemed that he was not interested in continuing as a Pigmy Deposit agent and his agency will stand terminated on 25-4-95. Since he did not resume for collection, the agency stood terminated on 25-4-95. The Petitioner by an agreement dated 30-9-72 had agreed to give a month's notice in writing before renouncing my agency to the branch of the Principal, he also agreed to keep his principal informed in writing in time of my inability to make collections of deposits on any day or days and when he was unable to make collections and during such absence, he shall make necessary alternative arrangements for collection of the Adarsh Deposit the doors of the depositors at his own risk and responsibility on the strict understanding that his delegate shall comply and fulfil all the terms of the Agency etc. However, he did not make any alternate arrangements as agreed by him. The Petitioner also acquiesced to the termination, of the agency. He brought confirmation of balance of the various customers. On 8-8-95 the Petitioner came to the branch and requested the branch to transfer a sum of Rs. 38,000/- from his PAD Account to the loan account of Sri Narayanaswami (OSL/NPL-78/83) and the Petitioner was a surety to the said borrower. On review of Pigmy Deposit Cards serviced by him, confirmations were not received back in respect of 29 dormant Pigmy Deposit Accounts and he was advised to obtain confirmation for the said 29 accounts. He reported on 14-8-95 and submitted DG 54 form for 25 accounts signed by the depositors. He also gave the reasons for the four accounts where he could not get confirmation. Based on his request, a sum of Rs. 38,000/- from his PAD Account was transferred to OSL-NPL 78/83 account of Sri N.P. Narayanaswami. Thus it will be seen that his cessation of agency as on 25-4-95 was acted upon by both parties and the Petitioner acquiesced it. Having acquiesced to the said termination, it is not permissible for the Petitioner to question the same. Long after the cessation of his agency, on 1-9-97, the Petitioner gave a letter to the branch stating that he had to take leave from February, 1995, that he was declared fit to resume duty and that, therefore, he should be permitted to collect Pigmy Deposit. In reply, the bank vide letter dated 2-12-97 informed him that there is no provision for resumption of agency once the agency is termination. Having made himself not available for collection for more than two months, there is no justification to condone his absence and permit him to resume work. The termination of agency was fully justified. Since the Petitioner's agency came to be terminated by reason of his continued absence for more

than two months and the same would not attract section 25F or 25G of the Industrial Disputes Act, 1947. Further the Petitioner has accepted the termination of agency for more than two years. The nature of the Petitioner's agency demanded that the Petitioner should make himself continuously available for collection and irrespective of the reason which prevented him from being so available, the continuous non-availability for more than two months led to the situation in which the Petitioner had to be treated as having terminated the agency. It is not admitted that the Petitioner submitted any medical certificate in support of his claim that he was ill till 24-4-1995. Every Deposit Collector will have to collect the amount daily and make an entry in the card and remit the deposit to the bank. Since every Deposit Collector will be servicing his own monthly cards, it is neither practicable nor feasible for them to undertake the servicing the cards of other Deposit Collector on a continuous or long term basis. The bank had taken a policy decision in the year 1989 not to make further appointments of Pigmy Deposit Collectors. By his long absence, the Petitioner has caused great hardship to the Pigmy Deposit Collectors and also to the bank and in view of this including violation of the agreement executed by him, the bank was constrained to terminate his agency. The Petitioner was also informed vide letter dated 2-12-97 that there is no provision for resumption of agency, once the agency is terminated. For this reason also, the Petitioner cannot be considered for any relief. Hence, it is prayed that this Hon'ble Court may be pleased to make an Award holding that the action of the Respondent in terminating the agreement of the Petitioner for his absence is fully justified and he is not entitled to any relief.

4. When the matter was taken up for enquiry, the Petitioner has not examined anybody as a witness and has not filed any document as an exhibit. The Respondent has examined one witness as MW1 and had marked 10 documents as Ex. M1 to M10. The learned representative for the I Party/Workman has filed his written arguments and the learned counsel for the Respondent/Management has advanced his arguments.

5. The point for my consideration is—

“Whether the action of the management of Syndicate Bank, Chennai, in terminating the services of Sri N. Amirthaguru w.e.f. 28-4-1995 is legal and justified? If not, what relief the workman is entitled to?”

Point :

This industrial dispute has been raised by the I Party/ Claimant Sri N. Amirthaguru, challenging the action of the Respondent/Management, Syndicate Bank, Chennai, in terminating his services w.e.f. 28-4-95 as illegal and unjustified. It is admitted that the Petitioner Sri N. Amirthaguru was appointed as an agent for collection

of Adarsh Deposit attached to the Vellore Branch by an order dated 25-9-72. It is also admitted that the Petitioner had executed an agreement dated 13-9-73 for the same. The xerox copy of that agreement is Ex. M1. It is also admitted that he stopped collecting deposits from 14-2-95 without making alternate arrangements as per the terms of the agency agreement executed by him. MW1, who was working as the Manager of the Vellore branch of the Syndicate Bank from June, 1994 to June, 1998 has deposed that when he was working as a Manager in the Vellore branch of the Syndicate Bank he knew the Petitioner Sri N. Amirthaguru who was working as Pigmy Deposit Collecting Agent at Vellore branch and since he was not making collections for Pigmy Deposit Collection Scheme from 14-2-95, he sent a letter dated 20-2-95 to the Petitioner Sri N. Amirthaguru to call on the office immediately on receipt of that letter and the xerox copy of the same is Ex. M3. He would further depose that Petitioner did not respond to that letter and so he reported the matter to the Zonal Office by letter dated 7-3-95 after visiting the residence of Sri N. Amirthaguru on 4-3-95 and the xerox copy of that letter is Ex. M4. It is also his evidence that when he visited the residence of the Petitioner, the family members of the Petitioner informed him that the Petitioner had been to his in-law's house somewhere at Mysore and they have not informed MW1 about the date of the Petitioner's return. So he sent another letter to the Petitioner dated 15-3-95 by registered post and the xerox copy of the same is Ex. M5 and as there was no response for that also, he sent another letter dated 20-4-95 to the Petitioner, asking him to report for duty by 27-4-95 and that Ex. M13 is the xerox copy of that letter produced by the Petitioner in Court. It is his further evidence that since the Petitioner didn't report for duty as per the direction, his agency was terminated on 28-4-95. In the cross examination, MW1 has admitted that the Petitioner had submitted a letter with medical certificate after he sent a letter on 20th April under Ex. M13 and he had discharged his duty as the Manager of the bank as per the agreement by terminating the service of the Petitioner as Pigmy Deposit Collection Agent and he had no authority to conduct any enquiry in this regard and that as per the instructions of the Zonal Office, he terminated the services of the Petitioner as Pigmy Deposit Collection Agent of the bank, invoking the provisions of the agreement. Nothing has been elicited in the cross examination of MW1, to discredit his evidence in Chief in respect of the Petitioner not making collections for the Pigmy Deposit Collection Scheme for the Respondent/Bank from 14-2-95 and his

inaction for the various communications sent by MW 1 to the Petitioner to resume for work. A xerox copy of the Ex. M13 has been filed by the Petitioner himself. From this, it is seen that in spite of that letter dated 20-4-95 sent by the Branch Manager, Vellore Branch informing the Petitioner that his services will be terminated w.e.f. 28-4-95, he has not responded the same. In Ex. M 13 itself, it is stated that if the Petitioner fails to report to duty by 27-4-95, it will be deemed that the Petitioner is not interested in continuing the Pigmy Deposit Agency and abandoned on the agency service and his agency will be treated as terminated on 28-4-95. Ex. M2 is the xerox copy of the notice dated 20-1-95 by an advocate on behalf of his client, Tirunavukarasu to the Petitioner and his brother one Mr. M. Kuppusamy and the copy of the same has been marked to the Branch Manager of Syndicate Bank, Vellore. In that advocate notice, it is mentioned that the Petitioner is due some money to one Sri V.S. Tirunavukarasu, partner, Jothilingam Company, Vellore. Ex. M6 is the xerox copy of the letter dated 16-8-95 sent by the Manager of the Vellore branch of the Respondent/Bank to the Deputy General Manager of the Zonal Office, Advances III, Madras. In that letter, it is stated that Petitioner came to the bank on 8-8-95 and requested to transfer a sum of Rs. 38,000/- from his Pigmy Agency Deposits to the loan account of his father Narayanasamy and the Petitioner was advised to obtain confirmatory for 29 accounts of Pigmy Deposits to enable the bank to do the needful and Petitioner has reported on 14-8-95 and submitted OG 54 for 25 accounts signed by the depositors. The bank had advised the Petitioner to get confirmatory in respect of 29 Pigmy Deposit account to verify whether the bank ledger tallies with the passbook entries of the customers. This has been done long subsequent to the letter of termination sent to the Petitioner. It is not disputed. In pursuance of the direction of the Deputy General Manager Zonal Office by their letter dated 15-4-96, the bank had transferred a sum of Rs. 36,808/- from the PAD account of the Petitioner Sri N. Amirthaguru to the loan account of his father Narayanasamy and closed the account on 19-4-96. Ex. M7 is the xerox copy of the letter dated 27-5-96 sent by the Manager of Vellore branch of the Respondent/Bank in this regard to the Deputy General Manager, Zonal Office, Advances III, Madras. On 20-2-96 the Branch Manager of Vellore branch has sent a communication by registered post to the Petitioner informing him about the adjustment of the amount lying in his Pigmy Deposit towards the loan dues of his father M. P. Narayanasamy. The xerox copy of that letter is

Ex. M8. The Petitioner two and half years after the termination of his service had sent a letter dated 19-9-97 to the Manager of Syndicate Bank, Vellore Branch informing him that he fell sick and hence he could not collect deposits from the customers in February, 1995 and since he declared fit to resume duties, he requests the Manager to permit him to collect Pigmy Deposits from the customers as he was doing the work earlier. The xerox copy of the letter is Ex. M9. Even according to the Petitioner, that he was not available for work for collecting deposits from the customers under Pigmy Deposit Collection Scheme from April, 1995 to 19-9-97. Even for his alleged absence for work due to illness, the Petitioner has not let in any oral or documentary evidence. On the other hand, there are ample oral and documentary evidence on the side of the Respondent/Management to justify the reasons for termination of the Petitioner from the Pigmy Deposit collection agency work.

6. Only while cross examining MW1, it was suggested that prior to the issuance of termination of the agency agreement of the Petitioner, no enquiry has been conducted. It is not the plea of the Petitioner in his Claim Statement that one such action of the Respondent/Management in terminating the Petitioner's Pigmy Agency without conducting an enquiry for his absence for duty is wrong. Further, in the agreement Ex. M1 itself, it is mentioned in para 8 as follows :—

"I agree that my agency may be terminated by the Principal at any time without notice to me."

So, under such circumstances, for an admitted fact of non-availability of the Petitioner for work as a Pigmy Deposit Collecting Agent for the Respondent/Bank, there is no need for the Respondent/Management to conduct an enquiry for the same. So, under such circumstances, it can be held that the action of the Management of Syndicate Bank, Chennai in terminating the services of Sri N. Amirthaguru as Pigmy Deposit Collecting Agent w.e.f. 28-04-1995 is legal and justified. Hence, the concerned Petitioner Sri N. Amirthaguru is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the I Party/Workman Sri N. Amirthaguru is not entitled for the relief claimed against the II Party/Management, Syndicate Bank, Chennai. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 16th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witness Examined :—

For the I Party/Workman : None
For the II Party/Management : MW1 Sri R. Jayachandran

Exhibits Marked :—

For the I Party/Workman : Nil

For the II Party/Management

Ex. No.	Date	Description
M1	30-09-72	Xerox copy of the memorandum of agreement Executed by I Party to II Party Management
M2	Jan. 95	Xerox copy of the advocate's notice to I Party.
M3	20-02-95	Xerox of the notice issued by Respondent to I Party/Workman.
M4	07-03-95	Xerox copy of the letter sent by Manager, Vellore Branch to the Deputy General Manager of Syndicate Bank.
M5	15-03-95	Xerox copy of the letter from Respondent to Petitioner.
M6	16-08-95	Xerox copy of the letter from Manager, Vellore Branch to Deputy General Manager, Zonal Office.
M7	27-05-96	Xerox copy of the letter from Manager, Vellore Branch to Deputy General Manager, Zonal Office.
M8	20-02-96	Xerox copy of the letter sent by Respondent to Petitioner.
M9	19-09-97	Xerox copy of the letter from Petitioner to Respondent/Management.
M10	24-09-97	Xerox copy of the letter sent by Manager, Vellore Branch to Deputy General Manager, Zonal Office, Chennai.

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 602/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-12012/300/98-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th September, 2002

S.O. 3168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 602/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 9/9/2002.

[No. L-12012/300/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday the 16th August, 2002

Present :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 602/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri D. Suresh Kumar and the management of Syndicate Bank Ltd.)

BETWEEN

Sri D. Suresh Kumar : I Party/Workman

AND

The Manager, : II Party/Management
Syndicate Bank, Ambur.

APPEARANCE :

For the Workman : Sri U.P. Shet,
: Authorised
: Representatives

For the Management : M/s. T.S. Gopalan & Co.
: Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/300/98/IR(B-II) dated 08-08-2001.

On receipt of records from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 602/2001 and notices were sent to the parties to the dispute with a direction to appear before this Tribunal on 26-09-2001 to file their respective Claim Statement and Counter Statement and to prosecute this case further. Accordingly, the Authorised Representative for the I Party/Workman and the counsel on record for the II Party/Management have filed their respective Claim Statement and Counter Statement and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the oral and documentary evidence let in on the side of the II Party/Management, the written arguments filed by the authorised representative for the I Party/workman, after hearing the arguments advance by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Syndicate Bank Ltd. by their order dated 7-8-96 in terminating the services of the workman Sri D. Suresh Kumar is justified ? If not what relief is he entitled to ?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri D. Suresh Kumar (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner was appointed as Daily Deposit Collector by an order dated 10-10-79 by the II Party/Management Syndicate Bank Ambur branch (hereinafter refers to as Respondent). The Daily Deposit Scheme then known as Adarsh Deposit also apart from well known scheme of the bank—Pigmy Deposit Scheme. As required by the Respondent/Bank, the Petitioner had signed an agreement on stamp paper. He has been serving the Respondent/Bank sincerely by collecting daily deposits at the door steps of the customers of the Respondent. As it was hard work because, he had to serve the customers at any time of the day according to their convenience. Except payment of commission (monthly remuneration) and conveyance charges on monthly basis, the Respondent did not extend any other benefits as given to the employees of the bank. No leave facility is extended to the Petitioner. As he was ill, he could not attend to collection of deposits

duties from 20-6-96 to 15-8-96. He had informed his absence to the Respondent and also submitted medical certificate in support of the absence. The Respondent did not make any alternative arrangement for collection of deposits from the customers but decided to terminate the Petitioner's services for his absence. The Petitioner was removed from the services of the bank w.e.f. 7-8-96. He had served the bank sincerely for 17 long years and at the time of removing him from the services of the bank, he had been drawing a monthly commission (remuneration) of Rs. 2000/-. The security deposit from his monthly remuneration accumulated to Rs. 30,513/- as on 31-3-2000. The Industrial Tribunal by its Award dated 22-12-88 held that the Deposits Collectors of the banks are workmen as defined under Section 2(s) of Industrial Disputes Act, 1947 and also part-time employees. The Indian Bank's Association filed a petition before the Andhra Pradesh High Court and the Hon'ble High Court after modifying the benefit of absorption of Deposits Collectors as clerks/attenders confirmed the workmen status of the Deposits Collectors of banks. The Indian Banks Association filed Special Leave Petition before the Supreme Court and the Hon'ble Supreme Court by their judgement dated 13-2-2001 confirmed the workmen status of Deposits Collectors and other monetary benefits awarded. Therefore, the Petitioner is a workman as per Section 2(s) of Industrial Disputes Act, 1947 and a part-time employee. The action of the Respondent in terminating the Petitioner from services for his absence due to ill health is wrong. The Respondent deliberately ignored his 17 years of long service to the bank in collecting daily deposits under the scheme Adarsh/Pigmy deposit. The Respondent is pioneer in introducing the daily deposit scheme known as Pigmy Deposit and the Scheme is working in all the 1700 branches of the bank. Hence it is prayed that this Hon'ble Court may be pleased to pass an Award holding that the action of the Respondent in terminating the services of the Petitioner is not justified and direct the Respondent to reinstate the Petitioner in service of the bank with back wages and continuity of service.

3. The averments in the Counter Statement filed by the II Party/Management Syndicate Bank, Ambur (hereinafter refers to as Respondent) are briefly as follows :—

The Respondent is a nationalised bank having branches throughout the country including one at Ambur. The Respondent accepts several types of deposits and one such deposit is called as Pigmy/Adarsh deposit. The Pigmy deposit was first introduced by the Respondent bank by which the bank will deploy its agent to the door steps of the accountholders, collect the deposits irrespective of the amount and give credit entry for the deposits in the half-card maintained with the customers and same entries were also made in another portion of the

half-card which is maintained in the bank's records. Such half-cards will contain dates from 1 to 31 and the cards will be changed every month. The collection of deposits has to be done on a daily basis without any disruption. This scheme of Pigmy Deposit has its own advantages for the accountholders, the bank and the Deposit Collectors, in that the deposit holders does not have to go to the bank to make the deposit, the bank does not have to restrict its acceptance of deposit only to the regular banking hours and the Deposit Collectors can also have flexibility of time in attending to the work of deposit collection. It was always understood that the Deposit Collectors are not regular employees of the bank. When a Deposit Collector/Agent is not able to go for collection of deposit on anyday, he should make alternative arrangement for collecting the deposit. The terms of understanding between the bank and the Deposit Collector/Agent are reduced in writing in the form of an agreement. The scheme Pigmy Deposit would not permit long absence of the deposit collector and when for any reason the Deposit Collector is not able to make himself available for the long period, he has to necessarily forfeit his claim to act as a Deposit Collector and the bank is obliged to terminate the agreement of such agency. By the order of the Respondent dated 10-10-79, the Petitioner was appointed as an agent for collection of Adarsh Deposit attached to the Ambur Branch. In that agreement it is stated in para 7 as follows :—

"I agree to give a month's notice in writing before renouncing my agency to the branch of the Principal, I also agree to keep my principal informed in writing in time of may inability to make collections of deposits on anyday or days and when I am unable to make collections and during such absence, I shall make necessary alternative arrangements for collections of the Adarsh Deposit the doors of the depositors at my own risk and responsibility on the strict understanding that my delegate shall comply and fulfil all the terms of the Agency."

When he was working as a Pigmy Agent, he remained absent from 17-6-96 and on 20-6-96 he sent a letter dated 19-6-96 to the Branch through his father Sri Deivasigamani stating that as he was suffering from fever, he should be given 15 days leave from 20-6-96 to 4-7-96. However, the Petitioner did not report for duty on 5-7-96. Only on 8-7-96, the Petitioner's wife called at the branch and sought further leave for 15 days and on 8-7-96, the branch sent a letter to the Petitioner through his wife pointing out that his absence was creating inconvenience to the depositors, that large number of depositors were calling at the branch everyday requesting the branch to make alternate collection arrangement, that there was no provision for prolonged leave under the Agency agreement and that he should

report for duty immediately, failing which the agency will be terminated. As there was no response to this letter, by a letter dated 7-8-96 the agency of the Petitioner was terminated and the same was received by the Petitioner on 12-8-96. After receipt of the termination order, on 16-8-96 the Petitioner made a representation to permit him to resume the Deposit Collection stating that as he was taking treatment for peptic ulcer, he could not report for duty earlier, he enclosed a medical certificate dated 4-7-96 to the effect that a period of absence from duty of 43 days from 4-7-96 to 15-8-96 was necessary for restoration of his health. As the exigencies of work i.e. collection of deposit would not brook any further delay and alternative arrangement had to be made, the representation of the Petitioner could not be considered. Though the Petitioner executed for making alternate arrangements, he failed to do the same. The action of the bank in terminating the agency of the Petitioner is fully justified and valid and the same should not be interfered with for all or any of the reasons urged in the Claim Statement. It was only after waiting for more than 45 days of his absence, the agency was put to an end. It is also highly doubtful, whether his absence from collection was due to any illness at least after 4-7-96 because, if he had obtained the certificate on 4-7-96, nothing prevented him from sending the certificate despite the receipt of the Respondent's letter dated 8-7-96. The Supreme Court has held that though there is the relationship of master and servant between the bank and the small deposit collectors, such Deposit Collectors cannot be held to be regular employees of the bank. Therefore, they cannot claim the normal privileges and rights which are available to the regular employees of the bank. Therefore, they cannot claim the normal privileges and rights which are available to the regular employees of the bank. The services of the Deposit Collectors should be available on a continuous basis without any disruption and when such a disruption is caused, the agreement is liable to be put an end to. It was in that context the agreement of the Petitioner was also terminated. The bank had taken a policy decision in the year 1989 not to make further appointments of Pigmy Deposit Collectors. By his long absence, the Petitioner has caused great hardship to the Pigmy Deposit Collectors and also to the bank and in view of this including violation of the agreement executed by him, the bank was constrained to terminate his agency. For this reasons also, the Petitioner cannot be considered for any relief. Hence, it is prayed that this Hon'ble Court may be pleased to make an Award holding that the action of the Respondent in terminating the agreement of the Petitioner for his absence is fully justified and he is not entitled to any relief.

4. When the matter was taken up for enquiry, the Petitioner has not examined anybody as a witness, but for the II Party/Management, the Respondent has examined

one witness as MW1. No document has been marked on the side of the Petitioner as exhibit, but on the side of the Respondent, 9 documents have been marked as Ex. M1 to M9. The learned representative for the I Party/Workman has filed his written arguments and the learned counsel for the Respondent/Management has advanced his arguments.

5. The Point for my consideration is —

“Whether the action of the management of Syndicate Bank Ltd. by their order dated 7-8-96 in terminating the services of the workman Sri D. Suresh Kumar is justified? If not what relief is he entitled to?”

Point :—

This industrial dispute has been raised by the I Party/Workman Sri D. Suresh Kumar challenging the action of the Respondent/Management Syndicate Bank in terminating his services by an order dated 7-8-96 as unjustified. It is admitted that the Petitioner Sri D. Suresh Kumar was appointed as an agent for collection of Adarsh Deposit attached to the Ambur Branch by an order dated 10-10-79. It is also admitted that the Petitioner had executed an agreement dated 10-10-79 for the same. The xerox copy of that agreement is Ex.M1. It is also admitted that he remained absent from 17-6-96 and on 20-6-96 he sent a letter dated 19-6-96 to the branch of the Respondent/Bank stating that he was suffering from fever and hence he is applying leave for 15 days from 20-6-96 to 4-7-96. Ex.M2 is the xerox copy of the leave letter sent by the Petitioner to the Respondent/Bank branch. MW1, who was working as the Manager of the Ambur branch of the Syndicate Bank from May, 1994 to December, 1997 has deposed that in original of Ex.M2 leave letter, he made an endorsement that he received that letter through Mr. Deivasigamani, father of the Petitioner on 20-6-96. It is the contention of the Respondent/Management in their Counter Statement that when a Deposit Collector/Agent is not able to go for collection for deposit on any day, he should make alternate arrangement for collecting the deposit and the said term has been reduced in writing in the form of an agreement and in the agreement dated 10-10-79 executed by the Petitioner, the said term has been mentioned at para 7. In Ex.M1 agreement, para 7 reads as follows: -

‘I agree to give a month's notice in writing before renouncing my agency to the branch of the Principal. I also agree to keep my principal informed in writing in time of my inability to make collections of deposits on any day or days and when I am so unable to make collections and during such absence, I shall make necessary alternative arrangements for collection of the Adarsh Deposit at the doors of the depositors at my own risk and responsibility on the

strict understanding that my delegate shall comply and fulfil all the terms of the Agency.'

It is further contended by the Respondent that the Petitioner did not report for duty on 5.7.96 and only on 8.6.96, the Petitioner's wife called at the branch and sought further leave for 15 days and on the same day, the branch sent a letter to the Petitioner through his wife, pointing out that his absence was creating inconvenience to the depositors and that there was no provision for prolonged leave under Agency agreement and that he should report for duty immediately, failing which the agency will be terminated. MW1 also has deposed so. Ex.M3 is the xerox copy of the letter dated 8.7.96 sent by MW1 to the Petitioner, wherein it is clearly stated that the Petitioner is advised to report for duty immediately failing which his agency may be terminated. It is the further evidence of MW1 that subsequent to the issue of letter under Ex.M3, there was no response from the Petitioner, though they have waited for one month. Then, as per the instructions of the Zonal Office, he sent a letter dated 7.8.96 by Registered Post to the Petitioner Sri D.Suresh Kumar about the termination of his agency in their branch. The xerox copy of that letter is Ex.M9. In the cross-examination, MW1 had deposed that since they were waiting for the Petitioner to come back for work, they have not deputed any other Pigmy Deposit Collector for the collection work of the Petitioner during his absence and they have not conducted any enquiry in respect of the absence of the Petitioner for duty as Pigmy Deposit Collecting Agent. Admittedly, the Petitioner has stopped collection of Pigmy Deposits as an agent of the Respondent/Bank from the customers from 20.6.96. Though the Petitioner has informed the Respondent/Bank branch that he is availing leave for 15 days from 20.6.96 to 4.7.96, it is admitted that on 5.7.96 he had not resumed his duties of collection of Pigmy Deposits from the customers of the Respondent/Bank. As deposed by MW1, he has informed the Petitioner by a letter under Ex.M3 to report for duty immediately. It is the further evidence of MW1 that on 8.7.96, the wife of the Petitioner came to the bank requesting further 15 days leave for her husband Sri D.Suresh Kumar and when he asked her the reason for her husband not to come for work, she told him that her husband is not in station and her husband has some financial problems and had gone out of town reportedly staying with his sister somewhere at Burgur and that she had also informed him that she is sending some people to bring him back and she wants some time for the same. This evidence of MW1 in Chief has not been disputed and no question in respect of the same has been put to the witness in the cross examination. So, from this evidence of MW1, it is seen that the real reason for the absence of the Petitioner to resume the collection work of Pigmy Deposit as agent of the Respondent/Bank is not his sickness, but it is a different one. So the Respondent/Bank management has sent a letter dated 7.8.96 to the Petitioner

informing him that his Pigmy Agency is terminated with immediate effect. That communication has been sent by registered post to the Petitioner. The Petitioner has produced a xerox copy of that letter, which is marked as Ex.M9. About ten days after that letter under Ex.M9, the Petitioner has sent a letter to the Branch Manager of the Ambur branch of the Respondent/Bank informing the bank that as per the advise of the Doctor, he had to take rest till 15.8.96 and hence, he could not attend the work and since he is medically fit to join the work, he may be permitted to resume work. The xerox copy of that letter is Ex.M5. Ex.M6 is the xerox copy of the letter dated 13.11.96 sent by Assistant General Manager to the Deputy General Manager of the Zonal Office, Madras. It is mentioned in that letter that the Ambur branch had already terminated the Pigmy Agency of Sri D.Suresh Kumar for prolonged unauthorised absence on 7.8.96 and as there is no provision for reinstatement of dismissed agents, they regret their inability to consider his request for re-employment. Here in this case, the Petitioner has not chosen to give any oral evidence in support of his contention in the Claim Statement and he has not chosen to speak about the reason for his absence for work. It is admitted in the written argument of the learned representative of the Petitioner that the Deposit Collectors had no regulated service condition and therefore, Sri D.Suresh Kumar did not apply for any kind of leave and that the Petitioner could not make alternative arrangement for collection of cash which amounted to wrongful appointment. This argument advanced on the side of the Petitioner is incorrect, in view of the terms mentioned in para 7 of the agreement under Ex.M1, as stated earlier. The Supreme Court has held in a judgement in 'respect of the service of the Deposit Collectors in the bank that they are not regular employees and they cannot be categorised as clerks or attenders in the bank, but they are workmen of the bank. It is the definite suggestion to MW1 in cross-examination that the Respondent/Bank management, without conducting an enquiry in respect of the Petitioner for his absence for duty as Pigmy Deposit Collecting Agent, has terminated his service. It is not the plea of the Petitioner in the Claim Statement that one such action of the Respondent/Management in terminating the Pigmy Agency of the Petitioner without conducting an enquiry for his absence for duty is wrong. Further, in the agreement Ex.M1 itself, it is mentioned in para 8 as follows:-

"I agree that my agency may be terminated by the Principal at any time without notice to me."

So, under such circumstances, for an admitted fact of non-availability of the Petitioner for work as a Pigmy Deposit Collecting Agent of the Respondent/Bank, there is no need for the Respondent/Management to conduct an enquiry for the same. So, under such circumstances, it can be held that the action of the management of Syndicate Bank by their order dated 7.8.96 in terminating the services of the workman Sri D.Suresh Kumar as Pigmy Deposit

Collecting Agent of the Respondent/Bank is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the I Party/Workman Sri D. Suresh Kumar is not entitled for the relief claimed against the II Party/Management of Syndicate Bank Ltd. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman : None

For the II Party/Management : MWI Sri Peter D'souza

Exhibits marked:—

For the I Party/Workman : Nil

For the II Party/Management :—

Ex. No.	Date	Description
M1	10.10.79	Xerox copy of the memorandum of agreement Executed by I Party to II Party/Management.
M2	19.06.96	Xerox copy of the letter from Petitioner to Respondent/Management.
M3	08.07.96	Xerox copy of the letter from Respondent to I Party/Workman regarding alternative Arrangements and termination of agency.
M4	04.07.96	Xerox copy of the medical certificate produced by Petitioner.
M5	16.08.96	Xerox copy of the leave letter submitted by Petitioner to Respondent/Management.
M6	13.11.96	Xerox copy of the letter from Respondent to Petitioner regarding reinstatement.
M7	19.11.96	Xerox copy of the letter from Respondent to Petitioner.
M8	05.07.89	Xerox copy of the circular issued by Head Office to all branches with regard to non-appointment of new Pigmy agents.
M9	07.08.96	Xerox copy of the termination order.

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3169.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 55/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-12012/575/87-1 डी-II(ए)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th September, 2002

S.O. 3169.—In pursuance of Section 17th of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 9/9/2002.

[No. L-12012/575/87-1D. II(A)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

RUDESH KUMAR

PRESIDING OFFICER

I.D. No. 55/2002 (New Delhi No. 57/88)

Ref. No. L-12012/575/87-D. II (A) dated 3-5-88

Between

Mahabir Singh, 126, Savitri Nagar,

Malviya Nagar, New Delhi

And

Regional Manager, Central Bank of India,
Link House, 4 Bahadur Shah Zafar Marg

New Delhi-110002

AWARD

By order No. L-12012/575/87-D. II (A) dated 3-5-88,
the Central Government in the Ministry of Labour, in exer-

cise of powers conferred by clause (d) of sub section (1) and section 2(A) of section 10 of the I.D. Act, 1947 (14 of 1947) referred this industrial dispute between Mahabir Singh, 126, Savitri Nagar, Malviya Nagar, New Delhi, and Regional Manager, Central Bank of India, Link House, 4, Bahadur Shah Zafar Marg, New Delhi-110002 for adjudication to CGIT-cum-Labour Court, New Delhi. Later, by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 this case was transferred to this Tribunal for adjudication.

The reference under adjudication is as under :

“WHETHER THE ACTION OF THE MANAGEMENT OF CENTRAL BANK OF INDIA IN TERMINATING THE SERVICES OF MAHABIR SINGH, IS JUSTIFIED. IF NOT TO WHAT RELIEF IS THE WORKMAN ENTITLED?”

2. The facts in regard to service status of the workman, Mahabir Singh, as Clerk at Malviya Nagar Branch of the Central Bank of India, is not under dispute. He was appointed as a Clerk in the said bank on 12-6-77 and at the relevant time of the alleged misconduct, was posted at Malviya Nagar branch. As alleged, he wilfully altered a credit entry dated 29-1-80 for Rs. 1000/- to 2000/- in SSH Account No. 5703 in the name of Mrs. Darsahan Devi at Malviya Nagar Branch and the corresponding credit balance in the said account from 1,018-21 to 2018-21 and on 7-2-80 received payment of withdrawal dated 4-2-80 drawn on soon fraudulently altered balance. Also, he wilfully altered credit entry dated 13-8-79 in SSH A/c 6868 in the name of Amar Arora at Malviya Nagar Branch to Rs. 1200/- and the corresponding credit balance of Rs. 323.33 to Rs. 1323.33 and on 7-3-80, received payment of withdrawal dated 7-3-80 drawn on such fraudulently altered balance.

3. The alleged frauds were detected on 18-4-80 and on the same day when confronted, the workman, made voluntary confessional statement of having made alterations and also having received payments. However, two days after, on 20-4-80, he retracted his confessional statement, on plea that the said confessional statement was taken from him under duress. It is not denied that without alterations in pending balance it would not have been possible to withdraw the amount by the workman.

4. Admittedly, after detection of the fraud, the matter was handed over to the vigilance cell of the bank for enquiry and the workman was issued a memo on 25-5-80 by the Chief Manager of the bank, to which he replied on 18-6-80. On not finding his explanation satisfactory, a charge sheet was issued to Mahabir Singh on 26-8-80, enumerating there in two charges on above facts and one additional charge of having given voluntary confessional statement on 18-4-80 to the bank and subsequently retracting it. If one goes by the content of the third charge, it becomes evident that this is not a charge but evidence which was obtained

to prove other two charges listed in the charge sheet dated 26-8-80.

5. Mr. M.K. Vasudevan, officer on special duty, was entrusted with the domestic enquiry. The workman objected his appointment, not on plea of any bias but his legal competency to act as Enquiry Officer, since his appointment was invalid and against the spirit of Bipartite settlements, and in effect this rendered the enquiry incompetent and invalid. This issue may be taken up at a later stage.

6. The domestic enquiry was conducted by Mr. M.K. Vasudevan. It commenced on 27-1-81 and concluded on 30-3-81. The report was drawn on 24-6-81, holding the charges proved. The Disciplinary Authority issued a show cause notice on 20-7-81, proposing punishment of discharge.

7. After due hearing, final order of terminating the services of the workman was passed on 17-11-81. This order is impugned in this industrial dispute.

8. Both the parties, adduced oral and documentary evidence and management also filed records of the enquiry. However, it appears that preliminary issues were not framed at early stage to judge fairness of the enquiry. Accordingly, two issues as follow were framed on 17-6-2002 :

- (i) Whether the domestic enquiry was fair and proper ? and
- (ii) Whether findings of the Enquiry Officer suffers with vice of perversity ?

9. The parties were given fresh opportunity to inform whether they are inclined to adduce further evidence or rely on materials already on record. Next date of hearing i.e. 18-7-2002 was fixed for the said purpose. None of the parties informed its desire to adduce further evidence and desired to file written submissions on the preliminary issues. They were given time till 19-8-2002 for making written submissions. On the said date, both record. The discussion of evidence adduced by the parties is not needed unless this Tribunal held the enquiry defective and decided to proceed to enquire under section 11-A of the I.D. Act, 1947.

10. The punitive termination of the workman preceded domestic enquiry.

11. The main contentions questioning fairness of the enquiry are :—

- (i) Violation of clause 19.1 to 19.4 of the first Bipartite Settlements, 1966;
- (ii) Competency of Mr. M.K. Vasudevan to act as Enquiry Officer;

- (iii) Bias on the part of the Enquiry Officer; and
- (iv) The perversity of the findings arrived at by the Enquiry Officer and legality of the order, impugned.

12. Before adverting to discuss above points, it seems appropriate to observe that inflated credit in account No. 6868 and 5703 are not disputed facts. This fact is also not disputed that the drawal from these accounts became possible only due to altered credit entries. In view of these admitted facts, it is not necessary to discuss details as how the alterations were made. It is necessary, however, to judge whether the workman was involved in the process of altered credit entries due to his proximity with the accounts holders or for any other interest, known or unknown. It must be kept in mind that there can not be direct evidence as nobody saw alternations unless detected, as such, the attending circumstances coupled with the admitted facts and the evidence obtained during the domestic enquiry should be assessed together, to infer guilt against the workman.

13. Coming to the first issue, that the workman was not given any notice before a charge sheet issued to him and this resulted into denial of opportunity to him to explain the circumstances. Admittedly, he was issued a notice dated 25-5-80 (26-5-80) by the Chief Manager of the bank, to which he replied on 18-6-80. Notice may be had of the reply submitted by him with reference to memo no. RP; PRS; 80; 158 dated 26-5-80 and his representation dated 20-4-80. By a detailed reply on 26-4-80, the workman, dealt with details of allegations against him and also levelled charges against M.M. Lalla, who alleged forced him to make confession. Allegation of coercion etc. were also made against the Branch Manager Mr. K.L. Kohli. It is relevant to point out that the reply of the memo defeats argument that the workman had no knowledge of the charges or was not given opportunity to explain his conduct before issuance of charge sheet dated 26-8-80. In fact, the requirement of the relevant provisions of Bipartite settlements in this regard was substantially complied with. It is not open to the workman to submit that clause 19.1 of Bipartite settlements was not complied with. By memo issued to him, he was provided opportunity to give his explanation before decision to initiate domestic enquiry. In effect, there is no violation of clause 19.1 of the first Bipartite settlements and the arguments fails. In these facts and circumstances, the case law relied by him in Bhaskar Patra Vs Chairman cum Managing Director, Punjab & Sind Bank and other, 2000-1-LLJ-802 (Orissa High Court) is not attracted. The workman was informed of all the particulars of the charges against him prior to the charge sheet and had appropriate opportunity to submit his explanation and he, also, availed opportunity by making reply as stated earlier.

14. The appointment of Mr. M.K. Vasudevan, as Enquiry officer has been questioned stating that he was

not an Officer of the bank and an outsider, or a stranger, not competent to make domestic enquiry against the award staff, like the workman and so, his appointment as Enquiry Officer, was in gross violation of clause 19.14 of the Bipartite settlements. The management has disputed this fact stating Mr. M.K. Vasudevan was an officer of the bank. In reply of the representation of the workman, the management of the bank, informed him that Mr. M.K. Vasudevan, a retired Govt. Officer, was appointed as 'officer on special duty' to conduct enquiry of the award staff. His appointment for the said purpose was for a period of 3 years, can not be faulted. His appointment was questioned in a civil suit, before Civil Judge, Nagpur decided on 20-6-82. On re-employment Mr. Vasudevan, held a post in the Central Bank of India and was an officer of the bank, competent to act as Enquiry Officer. It is true that the information was furnished to the workman in replies to his queries in regard to competency of the Enquiry Officer, without giving the terms of appointment, which in bestimation of the management was not necessary. But this fact has been disclosed, and is not disputed. The management of the bank provided detailed terms and conditions of the appointment before this Tribunal. Nothing is brought on record that the Central Bank of India was not competent to appoint a retired persons as an 'officer on special duty' for purposes of conducting enquiries against the award staff. Once the management informed the appointment of Mr. M.K. Vasudevan, on roll of the bank, this fact should have been accepted. The power to appoint a retired persons against any post, existing or created, for particular purpose can not be faulted. Mr. M.K. Vasudevan was not appointed, particularly, to hold enquiry against the workman. He was appointed as an 'officer on special duty' for all the award staff, including the workman. For all legal and practical purposes, he was an officer, on the roll of the bank, and so, was competent to be nominated as Enquiry Officer. His appointment can not be faulted being on violation of clause 19.14. The management relied on the decision of the Supreme Court rendered in Central Bank Vs C. Bernard (1991) 1 SCC 319. In this decision, the Apex Court laid down law that disciplinary authority can not be a non-official but Enquiry Officer can, even be a non-official. In the instant case by virtue of appointment for a term of 3 years, Mr. M.K. Vasudevan was not a non-official but an officer of the bank. Even for the sake of the argument, if it be assumed that he was a non-official, he could legally act as Enquiry Officer.

15. Coming to the issue of bias, pleaded by the workman against the Enquiry Officer, it has been submitted that time and again, the workman objected to appointment of Mr. M.K. Vasudevan as Enquiry Officer, which caused annoyance to him. The tenor of language used in enquiry attributing motives to the workman, were cited as sufficient proof to conclude that he was biased. These allegations are vague and not supported by any evidence. The Enquiry Officer, provided full opportunity to the workman and to

his representative to prove innocence. Nothing is reflected from the enquiry proceedings that Mr. M.K. Vasudevan acted with annoyance or prejudice.

16. In the written submissions, some observations made in the enquiry report have been quoted, to warrant inference of bias. A close glance over the enquiry report and conclusion arrived at by the Enquiry Officer do not make out case of bias. Going by the representations made by the workman, it is evident that Mr. M.K. Vasudevan, as a person was never commented. Nothing was stated against his antecedents or personal incompetency. The workman merely questioned the propriety of the action of the management to appointment Mr. M.K. Vasudevan, non-official. This representations were not against Mr. M.K. Vasudevan. There is no evidence that was personally biased. The enquiry was conducted before the parties. The workman was assisted by Tara Chand Gupta during the proceedings. He, not only cross examined the witness produce by the management but also provided opportunity to examine himself and produce his witnesses to support his version. There is no material that the Enquiry Officer acted in unfair manner to cause prejudice to the workman. The allegations of bias is not substantiated and so, is rejected.

17. The workman challenged the finding arrived in the enquiry report being perverse. It is pleaded that one of the account holders Darshna Devi was not examined as witness and there was no complaint by her against the workman. Even, the other account holder Amar Arora had not lodged any complaint against him and did not depose against the workman. The Enquiry Officer without considering these points concluded against the workman.

18. This submissions appear to be Misconceived. The workman has not questioned his active role in opening of accounts, but has denied alterations in the credit balance, in the banks records, to permit excess withdrawal. The accounts holders has no access to these records maintained by the banks. In fact, they were not the necessary witnesses. Mr. Amar Arora was examined and he defended the workman by one of his letters, only to retract subsequently. By going through his cross examination it can be inferred that the workman had close proximity with this witness. He was instrumental in running the account and making drawls. Such Extra interest on the part of the workman, is sufficient to indicate his interestedness in making alterations in accounts. It was open to the workman to challenge his hand writing at the very initial stage. His first reply dated 20-4-80 indicates his close relation with two customers and operation from their saving accounts. He admitted certain entries in relation to these accounts. The workman examined himself as well as two other witness but did not venture to dispute alteration made by him by calling any expert. As observed earlier, there could not be

direct evidence as who made alterations. The Circumstances are the best guide. In his first reaction, the workman confessed his deed only to retract later. The tenor of his replies in various representations do not give inference that he denied his signature at pre enquiry stage. He was assisted by legal advisers. In this context, the inference of the Enquiry Officer can not be said to be perverse.

19. Main issue is not whether withdrawal were made from their accounts but who made withdrawal and received payments by inflating credits. The accounts holders acknowledge receipt of payments from none but the workman which imply that the account were run by the workman in practice and none else. He denied his hand writing much belatedly but did not care to prove by calling expert. The workman in his earliest explanation on 18-4-80, did not require the management to get his writing varified from any hand writing expert.

20. The workman has challenged has confession on the ground of duress. There is no material to give inference that Mr. Lala or Mr. Kholi were enemically disposed of against him. Immediately after detection of fraud Mr. Lala was sent by the bank to enquire. No positive evidence of putting him under duress is on record. The defence witnesses examined by the workman in the domestic enquiry are chance witnesses only and failed to justify plea of duress. There is no merit that the confessional statement was obtained under duress. Had it been so, there could not have delay of two days to retract the same. Even independent of this evidence, the other facts and circumstances substantiate charges and thus the findings of the Enquiry Officer can not held to be perverse.

21. The domestic enquiry was fair and proper conducted by duly appointed officer of the bank, so, is held not defective, inviting fresh enquiry under section 11-A of the I.D. Act, 1947.

22. The punishment is also not disproportionate as the workman was involved in fraudulent activities. The reference is answered against the workman. He is not entitled to any relief.

LUCKNOW

3-9-2002

RUDRESH KUMAR, Presiding Officer
नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3170.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाद (संदर्भ संख्या 47/2002)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-17012/27/85-डी IV(ए)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 10th September, 2002

S.O. 3170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Disputes between the employers in relation to the management LIC of India and their workman, which was received by the Central Government on 9-9-02.

[No. L-17012/27/85-D. IV (A)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Rudresh Kumar, Presiding Officer

I. D. No. 47/2002 (New Delhi No. 57/90)

Ref. No. L-17012/27/85-D-4A dated nil

BETWEEN

President, National Federation of Insurance of Field
Workers of India, Delhi Division,
H-29, Connaught Circus, New Delhi-110001

AND

Sr. Divisional Manager, Life Insurance Corporation of
India, 25, Kasturba Gandhi Marg, New Delhi

AWARD

By order No. L-17012/27/85-D-4A dated nil, the Central Government, in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10, of the Industrial Disputes Act, 1947, (14 of 1947) referred this industrial dispute between the President, National Federation of Insurance of Field Workers of India, Delhi Divisional, H-29, Connaught Circle, New Delhi and Sr. Divisional Manager, Life Insurance Corporation of India, 25, Kasturba Gandhi Marg, New Delhi for adjudication to CGIT-cum-Labour Court, New Delhi. Later, by order No. Z-200025/54/2001-CLS-II dated 19-4-2002 this case was transferred to this Tribunal for adjudication.

The reference under adjudication is as under :

"Whether the action of the Management of the Life Insurance Corporation of India in terminating the Services of Man Singh Ex-Development Officer w.e.f. 16-2-84 is Justified? If not, to what relief the said Workman is Entitled to?"

2. In short, the case of the workman, Man Singh Mann, is that he was appointed in the Life Insurance Corporation of India, as 'Field Officer' on 13-9-60; that the said post was redesignated as 'Development Officer'; that his services were terminated by letter dated 16-2-84 due to bias, because of his active role in union activities; that vide letter dated 13/18-6-80 the Sr. Divisional Manager of Life Insurance Corporation of India informed that his services are liable to be terminated under the Life Insurance Corporation of India (Staff) Regulations, 1960, (hereinafter to be referred, Staff regulations); that the said letter was sent to him under para 12.2 of Schedule III of the regulations, that the management did not make faithful compliance of clause 12.2 by not providing full particulars regarding SFYPI (Scheduled First Year Premium Income), and remunerations etc. to enable him to ascertain factual accuracies of the relevant figures; that the workman replied vide letter dated 23-6-80, requesting the Sr. Divisional Manager to supply him a copy of the said schedule III, enabling him to submit effective reply; that the Sr. Divisional Manager, instead of accepting this just and reasonable request, consciously avoided, only to deprive him of opportunity in filing accurate replies, that a copy of the schedule was made available to him after six months on 8-12-80; that on going through the said schedule, he became aware of the fact, that the Sr. Divisional Manager was under legal obligation to supply requisite informations to enable him to point out factual inaccuracies in figures, given in letter dated 13/18-6-80; that he by letter dated 23-12-80, requested the Sr. Divisional Manager to supply him copies of various premiums, put in, by his unit during the relevant period. The Sr. Divisional Manager, instead of responding in fair manner, denied premium sheets, stating that same were provided to him every month by his Branch Manager and he is in full knowledge of the figures etc.; that he refuted this wrong and false allegations by his letter dated 30-1-81; bringing in notice to the Sr. Divisional Manager, denying supply of 'premium income sheets' through his Branch Manager and a fresh request was made to supply said information/documents to enable him to submit his reply to notice/letter dated 13/18-6-80; that his above letter was not replied early; that on 5-3-81 a letter was received from Sr. Branch Manager alleging that he has been supplied with the premium income statements regularly which may be noted; that immediately on receipt of this letter from the Sr. Branch Manager, he by letter dated 9-3-81 refuted this fact and submitted that he was never supplied with the said statements; that his letter was not replied for

over four months and the Sr. Divisional Manager vide letter dated 16/18-7-81 insisted that various statements etc. were in his knowledge and directed him to submit reply within 15 days time; that he again by letter dated 3-8-81, pleaded with Sr. Divisional Manager that the desired informations were never supplied to him and so, these informations be supplied to him to enable him to submit his reply: that for about 2 years, no reply was received nor any information was provided to him; and that silence on the part of the management gave impression to him that the matter was dropped and the factual inaccuracies point out in the latter dated 13/18-6-80 and computing 'cost ratio' in 1980 may have been corrected.

3. The workman, further averred that in the year 1979, Agent Code No. 395285-III under his unit did business of Rs. 50,000 under proposal No. 1518-1519-123 on the life of Sri Preetam Lal Policy No. 24814928 but credit of the same was given to another agent and Development Officer of branch No. 114. On objection, he was advised by the Sr. Branch Manager unit No. 123 by letter dated 14-6-80 that the credit of said business given to him. Despite this assurance, he was not given any credit and this adversely effected the cost ratio. Likewise in another case (proposal No. NM-752-123; Policy No. 24839230, FVC Sri Amrik Singh) that the business pertaining to 1979, the credit was allowed on 31-3-80, it also resulted in wrongly computing the cost ratio during the relevant period and adversely effected this case. In this regard, letter of the Sr. Branch Manager Unit No. 123 dated 16-9-80 addressed to Amrik Singh may be seen. Further, he got transferred the agency of Prabhavati, No. 8087-III from Faridabad and helped in procurement of business from the field. He was entitled to benefit of business procured by her since 1979 but the same was denied to him which prejudiced his cause. That in several other cases also credit was not given to him as he was not aware, in absence of particulars not supplied to him. That surprisingly, after 2 long years, he received letter dated 6-7-83 from Zonal Manager of Life Insurance Corporation of India wherein after referring letter dated 13/18-6-80 and 16/18-6-81, he was called upon to show cause why his services be not terminated in accordance with Schedule III. This show cause notice was in clear violation of the principle of natural justice, as well clause 12.2 of Schedule III, which required supply of all necessary informations to enable him to reply. Referring his earlier letters, he replied to the Zonal Manager, requesting him to supply relevant information/documents to enable him to submit his reply. The management kept mum. However, by letter dated 6-2-84 the Zonal Manager conveyed termination of his services.

4. He preferred an appeal against this termination order, on 1-5-84 which also rejected by the Appellate Authority vide order dated 27-1-86. His other representations etc. did not find favour with the management, hence this dispute.

5. The workman has cited case of Mr. S. L. Mittal, a Development Officer, code No. 19 unit No. 123, served with similar notice under Schedule III of the Regulations, inter alia, advising him the cost ratio' in his case to be 279.20 Mr. Mittal did not contest the correctness of the figures. However, he was punished by decrement. Since the workman was involved in union activities, he was picked only to be punished by termination on 16-2-84.

6. A number of legal grounds have been raised by the management, that the provision of section 25-F of the I.D. Act. is not applicable and also Man Singh Mann, is not a "workman" within the meaning of section 2(s) of the I.D. Act. and so, the reference is bad in law and this Tribunal has No jurisdiction to adjudicate this dispute.

7. It is pleaded that the conditions of service of the Development Officer are regulated by the Life Insurance Corporation of India (Staff) Regulations, 1960, as amended from time to time. Man Singh Mann was required to avail alternative remedies to review and memorial, provided in the said Regulations. Raising the dispute without exhausting alternative remedies, debars him to seek remedy by present adjudicatory process. The Staff Regulations, has statutory force and excludes application of the provisions of the I.D. Act. It is further pleaded that the 'Development Officers do not perform clerical manual and technical duties but their position are similar to the position of 'sales promotion employees'. Mr. Mann, as Development Officer, is not 'Workman' within the meaning of section 2(s) of the I.D. Act. It is averred that he had filed a Writ Petition under article 226 of the Constitution before the Delhi High Court being No. 1223/81. The said Writ Petition was dismissed by a Division Bench of the High Court, in before referred case, titled Man Singh Mann and others Vs Union of India and others, inter alia, vide its judgement dated 18-5-83, held that the petitioner being a 'Development Officer' of the respondent Corporation can not be regarded as 'workman'. The said judgement became final and is binding inter se between the parties. The Special Leave Petition filed by the petitioner was also dismissed as it became infructious since the petitioner services had, in the meantime, terminated.

8. It is also contended that the termination of Man Singh Mann, is not 'retrenchment' under section 2(oo)(bb). His services were terminated in accordance with the Staff Regulations in conformity with the contract of the service as contained in Schedule III.

9. On merit, also, the management has refuted his claim on having no dates to challenge in accuracies, if there any. In fact, he was quite aware that the facts given in notice were correct, claim for premium statements etc. were demanded only to provided sequence to the case. The workman was fully aware with the Staff Regulations, and also the importance of the 'cost ratio', a valuable rational

element to regular the business of the management. In its written statement it was emphasised that the cost ratio of 22% was mandatory to be maintained by the Development Officers. However, he did not show improvement from 1977 to 1983 as is evident from figures, given in written statement etc. In all these year, 'cost ratio' was more than 22% and his performance was unsatisfactory. Clause 6 of Schedule III, provides for termination of services of Development Officers by the Zonal Manager. Proceedings have been prescribed in clause 12.2 onward.

10. The management has further asserted that the workman was supplied statements regularly to apprise with his performances but he did not improve. The management explained delay in action due to stay order of the Delhi High Court, in the Writ Petition espousing his cause which was dismissed ultimately.

11. The crucial point, thus, is, whether Man Singh Mann, as class II-Development Officer, is "workman" as defined under section 2(s) of the I.D. Act. Further, whether contract of service regulating conditions of service of the Development Officers, over ride provisions of I.D. Act, 1947. In this context, the effect of judgement of the Delhi High Court in between the parties, is to be appreciated.

12. On merit also, the contention of the workman that he was deprived of opportunity to make effective reply by not providing premium statements, is genuine or simply a device to create evidence in his defence.

13. The first question involved in this case is about maintainability of this industrial dispute before this Tribunal on the ground whether Man Singh Mann is a 'workman' within the meaning of Section 2(s) of the I.D. Act, 1947. Once he is held a 'workman' this tribunal will entertain the dispute on merit to adjudicate legality of his termination.

14. Admitted position by the parties, are, that Development Officers are treated class II in the service hierarchy of Life Insurance Corporation of India. Being a Development Officer, the service condition of Man Singh Mann was governed by Schedule III of the Life Insurance Corporation of India (Staff) Regulations 1960, which is a special provision relating to class II-Development Officers. With a view to determine whether Man Singh Mann is a 'workman' one has to look into the nature of duties and terms and conditions of the appointment. The nature of duties performed by the Development Officers, including Man Singh Mann, were not in the nature of clerical, manual or technical. In fact, the duties of the Development Officers are similar to the Sales Promotion Employees, expected to raise business of the Corporation.

15. The appointment letter dated 27-2-1961 enumerates duties as per clauses 6, 8 and 10.

16. The duties assigned to the Man Singh Mann, as per appointment order, gives inescapable inference that he was performing supervisory duties. A Development Officer was required to supervise and motivate agents to him and to monitor their average out to increase progressively the business from year to year.

17. To support, this contention, the management placed reliance on case of H.R. Adynathya etc. Vs Sandoz (India) Ltd. J.T. 1994 (5) Supreme Court 176. This decision by a larger bench, renders judgement in S.K. Verma case 1983(3) SCR 799, no longer good law. The duties of the Development Officer are akin to sales promotion employees. As held in said decision, Man Singh Mann, is not a 'workman' to raise industrial dispute under the I.D. Act. 1947.

18. Admitted case of the parties, is, that the conditions of service of the Development Officers is given in Schedule III of the Life Insurance Corporation of India (Staff) Regulations 1960, as amended from time to time. The Staff regulations have been framed in exercise of powers conferred by section 49 of Life Insurance Corporation of India Act, 1956. Thus, the Staff Regulations have the statutory force and over ride the provisions of the I.D. Act. 1947. Regulations 6 deals with termination of services in certain cases. The Zonal Manager has been authorised to terminated the services of Development Officers on giving him 3 months notice or salary in lieu there of, if his annual remuneration in any preceding year is excess of the expense limit. The termination of service in such cases is regulated by the provisions of Regulations 12.1 to 12.6. In view of specific provisions, governing service conditions of the Development Officer, Man Singh Mann, is not entitled to benefit of section 25-F of the I.D. Act. 1947.

19. This issue had been a subject matter, in Delhi High Court in a Writ Petition No. 1223/81 filed by the National Federation of Insurance Field Workers of India where in they had, interalia challenged validity of Schedule III of Life Insurance Corporation of India Staff Regulations 1960. The said Writ Petition was dismissed by the High Court on 18-5-83. While rejecting the contention of the petitioner, regarding the legal validity of Schedule III of the Life Insurance Corporation of India Staff Regulations 1960, the division bench of the High Court, Delhi, held that petition was not a 'workman' as defined in the I.D. Act, 1947. Filing of the Writ Petition and its decision is not disputed by Man Singh Mann. However, it is contended that is view of S.K. Verma Case, decided by the Supreme Court the decision of the Delhi Court is not to be relied. Firstly, the decision of Delhi High Court is in between the parties. This decision is law of the case. This tribunal has no jurisdiction to overlook the decisions taking aid of the decision in S.K. Verma case of the Apex Court. Man Singh Mann should have contested this decision before

the supervisor court. In any event, a larger bench of the Supreme Court held judgement in S.K. Verma Case as per incuriam. The workman can not derive benefit of S.K. Verma case, to bring his case within the definition of the 'workman' as defined under Section 2(s) of the I.D. Act, 1947. The reference treating him a 'workman' is not maintainable and also this Tribunal has no jurisdiction to adjudicate merit of the reference treating Man Singh Mann, as a workman, under the Industrial Dispute Act, 1947.

20. In view of the above findings, it is not necessary to go into the merit of the termination order.

21. Accordingly, the reference, is answered against Man Singh Mann, holding that he is not a 'workman' and was not entitled to raise this industrial dispute and further that the reference is not maintainable.

Award accordingly.

Lucknow
2-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2002

का.आ. 3171.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 82/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-02 को प्राप्त हुआ था।

[सं. एल-12011/129/2001/आई.आर. (बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 11th September, 2002

S.O. 3171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the annexure in the Industrial Disputes between the employers in relation to the management Central Bank of India and their workman, which was received by the Central Government on 10-9-02.

[No. L-12011/129/2001/IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, NAGPUR

PRESENT SHRI B. G. SAXENA, PRESIDING OFFICER

REFERENCE NO. CGIT : 82/2001

CENTRAL BANK OF INDIA

AND

THE GENERAL SECRETARY, CENTRAL BANK STAFF
UNION

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12011/129/2001-IR(B-II) dt. 10-10-2001 on following schedule :—

SCHEDULE

“Whether the action of the management of Central Bank of India through its Zonal Manager, Nagpur in not absorbing and regularising the services of Shri Yogesh Baban Prasad Murai, Rajesh Baban Prasad Murai, Rabindra Devidas Tayade as part-time safai karamchhari and Shri Sanjay Laxman Navghare as sub-staff is legal, proper and justified? If not, what relief the said workman are entitled to?” Whether the management has adopted the disputants against regular vacancies for short spells of time one after the other to perform the duties of Safai Karamcharis/Sub-staff with a view that none of them was able to complete 240 days in a calendar year? If so, what directions are necessary in the matter?”

This reference was received from Ministry of Labour, New Delhi in December, 2001. Notice was issued to both the parties fixing 15-1-02. The union of the workman took time to file Statement of Claim and the case was adjourned to 20-02-02. After that the case was adjourned to 03-04-02, 11-06-02, 17-06-02 and 28-08-02. Neither the workman nor his union representative filed any Statement of Claim. It is therefore clear that the workman's union was given sufficient time to file Statement of Claim but the union did not submit any Statement of Claim from the side of the workman.

Thus no Statement of Claim has been filed from the side of the workman. The workman therefore can not be granted any relief on the dispute raised by him. The reference is therefore disposed of for want of prosecution.

ORDER

No Statement of Claim has been filed from the side of the workman either through any advocate or through their

union. The reference is therefore disposed of for want of prosecution.

Date : B.G. SAXENA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2002

का.आ. 3172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 126/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-02 को प्राप्त हुआ था।

[सं. एल-12013/116/98/आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th September, 2002

S.O. 3172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 126/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 10-9-02.

[No. L-12013/116/98/IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday the 16th August, 2002

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 126/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 91/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section 1 and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the workman Sri K. Shanmugam and the management of Bank of India)

BETWEEN

The General Secretary : I Party/Claimant
Bank of India (Award)
Staff Union

AND

The Zonal Manager, : II Party/Management
Bank of India, Chennai.

Appearance :

For the Claimant : M/s Aiyar & Dolia,
R. Arumugam &
N. Krishakumar,
Advocates

For the Management: Sri N. Balasubramanian &
S.S. Venkataraman,
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12013/116/98/IR(B-II) dated 26-05-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 91/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from the Tamil Nadu State Industrial Tribunal this case has been taken on file as I.D. No. 126/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal with a direction to appear before this Tribunal on 01-02-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on the side of the II Party / Management, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the denial of promotion to Sri K. Shanmugam as Cashier Category E by the Management of Bank of India is justified? If not, what relief is he entitled to?”

2. The averments in the Claim Statement filed by the I Party/Claimant, Bank of India Award Staff Union (hereinafter refer to as Petitioner) are briefly as follows :—

The Petitioner Union has raised this Industrial dispute espousing the cause of the workman Sri K. Shanmugam challenging the action of the II Party/Management Bank of India in denying the promotion to the concerned workman as Cashier Category 'E' in the Respondent/Bank as unjustified. The concerned workman Sri K. Shanmugam is a member of the Petitioner Union. He joined the Respondent/Bank on 30-1-75 at Tiruchirappalli Main Branch as a full time cash-cum accounts clerk. Subsequently, he was transferred by the Respondent Tiruchirappalli Cantonment Branch on 23-9-1987 under five year transfer policy and he is the senior most cash clerk with 18 years of service within Tiruchirappalli City Special Assistant Zone at the time when the issued cropped up. The Respondent/Bank has two branches within Tiruchirappalli municipal limits i.e. Tiruchirappalli Main Branch and Tiruchirappalli Cantonment Branch. For the purpose of assignment of duties attracting special allowances i.e. special assistant/cashier in-charge category "C" and "E" the two branches Tiruchirappalli Main Branch and Tiruchirappalli Cantonment Branch are regarded as a single unit or Zone and designated as Tiruchirappalli City Zone. As per the then existing practice, the Tiruchirappalli Main Branch and Tiruchirappalli Cantonment Branch comprise the Special Assistant Zone within which assignments of special allowance will be made to clerical staff. Consequent upon the promotion of one Sri Mohan, Cashier in-charge E category, Tiruchirappalli Main Branch to Special Assistant cadre on 15-10-92, a vacancy had arisen in category 'E' Cashier in charge at Tiruchirappalli Main Branch. As per the existing norms and practice, the applications have to be called for from among the category 'C' Cashiers within Tiruchirappalli City Special Assistant Zone comprising of Tiruchirappalli Main Branch and Tiruchirappalli Cantonment Branch. On 15-10-92 when the category E vacancy fell vacant at Tiruchirappalli Main Branch, there was only one category 'C' Cashier at Tiruchirappalli Cantonment Branch and he should have been posted as category 'E' Cashier at Tiruchirappalli Main Branch automatically as per the then existing practice. The resultant vacancy of cashier C at Tiruchirappalli Cantonment Branch should have been assigned to the workman Sri K. Shanmugam by virtue of his seniority. the Respondent did not take steps to fill the vacancy within one month from the date of arising of the vacancy. As the said vacancy was not filled up the rightful chances of the workman Sri K. Shanmugam to get cashier incharge category at Tiruchirappalli Cantonment Branch was denied to him. This was done with an ulterior motive. The Respondent not only deprived the workman category C cashier allowance but by keeping the vacancy of category 'E' Cashier at Tiruchirappalli Main Branch unfilled for months

together, prevented the workman from even applying for category C or E cashier, thus causing more damage. The upgradation of Tiruchirappalli Cantonment Branch to category C rendered the workman ineligible to apply for the same, as there was no category 'C' Cashier in that Special Assistant Zone after the upgradation. If the Respondent had acted rightly in time, to fill the category 'E' Cashier at Tiruchirappalli Main Branch, the workman Sri K. Shanmugam would have got the category 'C' Cashier at Tiruchirappalli Cantonment Branch. The cashier posted Tiruchirappalli Cantonment Branch was elevated to category E on 11-2-93 with retrospective effect from 1-4-92. Because of the delay in filling the E category vacancy at Tiruchirappalli Main Branch, the workman Sri K. Shanmugam was deprived of not only special allowance category C at Tiruchirappalli Cantonment Branch, but also to special allowance category E at Tiruchirappalli Cantonment Branch which had been elevated subsequently from category 'C' to 'E'. On the other hand, instead of acting in accordance with the due procedure, the Respondent kept in pending the vacancy of category 'E' Cashier that arose at Tiruchirappalli Main Branch on 10-10-92 and instead on 11-2-93 upgraded the post of category 'C' Cashier at Tiruchirappalli Cantonment Branch to category E with retrospective effect from 1-4-92 and conferred the same upon the incumbent category C cashier at Tiruchirappalli Cantonment Branch along with attendant benefits. This course of action was resorted to by the then Regional Manager of the Respondent/Bank at Madurai Unit with deliberate, pre-meditated and mala fide and biased intent to cause unfair detriment to Sri K. Shanmugam out of some partisan discriminatory motives. The Head Office enters into an agreement/settlement with the majority union from time to time. Unfortunately, these agreements/settlements are/ were implemented by the management at their own sweet will and pleasure. The workman Sri K. Shanmugam happens to be a victim of this kind unpredictable swing in the moods of the management not once but twice. The concerned workman was deprived of certain monetary benefits as early as in 1985 itself. A settlement on transfer policy entered in 1971 by the management was modified in 1986. But the concerned workman was denied of category 'C' Cashier allowance in February, 1985 because of the then existing practice and not because of the then existing rules. The rules were modified only in 1986. The workman should have got category 'C' Cashier allowance in 1985 itself and had it had happened on that day, there would have been no case to-day. From 1988 i.e. from the date of settlement on category 'E' Cashier, till February, 1993 i.e. the date on which an industrial dispute was raised, the management followed different practices. For example, in Pondicherry when a category 'E' Cashier vacancy arose, the senior most cash clerk was assigned the duties attracting category 'E' Cashier allowance and not as per the Head Office guidelines dated 21.2.90. The said guideline was fall out of the

understanding reached between the management and the majority union on assignment of category 'E' Cashier allowance. The management was aware of the guideline dated 21.2.90 but not employees or the Petitioner Union and they have informed the same to all the regions by way of Telex/IOMs. But, yet the management contended that they were not following the same since they were not aware of the same. In front of the Assistant Labour Commissioner (Central), a responsible official of the bank maintained that they came to know of the same i.e. the said guideline only on 19.10.92. But the contention of the management was a pre and unadulterated lie and the same was proved by the Union through letter dated 23.11.1995 addressed to the Assistant Labour Commissioner (Central). The Respondent/Management without following the said Head Office guidelines acted at their own whims and fancies. The action of the Respondent/Management in not paying category 'C' Cashier allowance and then category "E" Cashier allowance to Sri K. Shanmugam is not justified. Under such circumstances, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the action of the Respondent in not paying the category 'C' Cashier allowance from February, 1985 and category 'E' Cashier allowance from 1988 to Sri K. Shanmugam is not justified and further pass an award directing the Respondent/Bank to pay the category 'C' Cashier allowance from February, 1985 and category 'E' Cashier allowance from 1988 onwards to the concerned workman Sri K. Shanmugam with interest at 18% from the date of amount due till date of payment.

3. The averments in the Counter Statement filed by the II Party/Management Bank of India (hereinafter refers to as Respondent) are briefly as follows: —

The concerned workman Sri K. Shanmugam, Staff-Cash Clerk presently posted at Tiruchirappalli Cantonment Branch, initially joined the bank's service at Tiruchirappalli Branch as cash cum accounts clerk on 30.1.75 and he was transferred to Tiruchirappalli Cantonment Branch on 23-9-87 in the same capacity. Service conditions of the workmen employees of the bank are spelt out in the Bipartite Settlement entered into between the various participating banks and the federations of various recognised unions of the workmen. In terms of the Bipartite Settlements, the workmen would have to perform over and above their routine duties and functions of the workmen in the same cadre certain additional duties and functions, which require greater skills or responsibilities over and above the duties and functions. Such workmen who perform additional duties and functions as aforesaid would be compensated by means of a special allowance and such duties would constitute the normal part of the duties and functions performed or discharged by the workmen. The Bipartite Settlements deal exhaustively the special allowance carrying posts for the workmen vis-a-vis their relative

special pay to which they would be entitled in such circumstances. Handling cash is a critical responsibility in banking and keeping this in mind the Bipartite Settlement provides for various categories of Head Cashiers i.e. category A, Category B, Category C, Category D and Category E in the order of increasing responsibilities in the branch depending upon the volume of business and other specified parameters. The duties of Head Cashier Category C in brief as per the Bipartite Settlement would involve (i) holding the bank's cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department and (ii) countersigning cheques and/or drafts on selves or correspondence, payment orders, deposit receipts. The duties of Head Cashier Category E in brief, as per the Bipartite Settlement would involve the duties of Head Cashier A or B or C or D plus all or any of the following duties:—

- (a) discharging/endorsing bills, cheques etc.,
- (b) opinion compilation work and the verification of vernacular signatures (to the extent it is not already covered under categories A, B, C or D),
- (c) being in-charge of clearing and godown departments,
- (d) guaranteeing the cash staff under them Schedule III part I dated 14.2.95 and Sch. III/ 17.9.84 and
- (e) passing independently clearing and transfer cheques, vouchers, etc. whether credits or debits upto and including Rs.35,000/- and cash vouchers upto Rs.35,000/- jointly with an authorised person—Annexure IV of Bipartite Settlement.

The matters regarding creation of post of Head Cashier Category E at certain branches in the places of Head Cashier Category C on certain parameters where the cash transactions of heavy nature and/or where duties of Head Cashier Category E exists in sufficient quantum are being discussed from time to time with the representatives of the Federation of the Bank of India Staff Union by the Bank Management. The guidelines/procedures for the selection from Head Cashier Category 'C' to the Head Cashier Category 'E' was initially set out vide Head Office circular No. IOM P:IR:BMB : P & C:88/636 dated 15-6-88. The eligible criteria for the selection of Head Cashier Category 'E' arising out of promotion/retirement/resignation/dismissal was also discussed and it was agreed upon to keep such vacancies by inviting applications from (a) clerks who are Head Cashier Category 'C' as on the date of notice inviting applications and (b) clerks who

surrendered their Head Cashier Category 'C' allowance on account of their request for transfer to a branch in the zone, provided they have become eligible for assignment of duties attracting special allowance as prescribed under various bank's rules/regulations/guidelines as on the date of notice inviting applications. For selection of the aforesaid special allowance carrying posts, both the branches of Tiruchirappalli Branch and Tiruchirappalli Cantonment Branch have been considered as selection zone as per norms. A vacancy of Head Cashier Category 'E' arose in Tiruchirappalli Main Branch w.e.f. 15.10.92 on assignment of duties of special assistant to the then Head Cashier Category 'E' at the branch. Considering the business mix of Tiruchirappalli Cantonment Branch as on 1.4.92, the zonal office of the bank conveyed their decision to the Regional Office, Madurai for upgrading the Head Cashier Category 'C' to Head Cashier Category 'E' with retrospective effect from 1.4.92 and to select the eligible staff as per Head Office guidelines. The aforesaid two branches fall under one selection zone under Madurai Region for filling up vacancies of the Head Cashier Categories. The Head Cashier Category C who was working in Tiruchirappalli Cantonment Branch was elevated to Head Cashier Category E, since the vacancy arose in the branch w.e.f. 1.4.92 following Bank's set procedure/guidelines and thereafter, the vacancy of Head Cashier Category E at Trichy Branch was filled up by calling for applications from the Clerks who had surrendered the Head Cashier C allowance in the selection zone since there was no Head Cashier Category C working in the selection zone, Sri K. Shanmugam was working as a Cash Clerk. The aforesaid selections made by Regional Office, Madurai were in full compliance with the Bank's guidelines as settled after discussions with the recognised union. Sri K. Shanmugam joined the bank as a cash clerk and was continuing till March, 2001. A vacancy of Head Cashier Category E arose in December, 2000 at bank's Tiruchirappalli Branch due to the voluntary retirement of the then Head Cashier Category E Sri B.S. Mohan. The Chief Regional Manager, Madurai Region called for applications from the Selection Zone for filling up of the said post and Sri K. Shanmugam being the senior most amongst the candidates applied was selected and assigned with the duties of Head Cashier Category E at Tiruchirappalli Branch, w.e.f. 6.4.2001. It is true that when the position of Head Cashier Category 'E' fell vacant at Tiruchirappalli Branch on 15.10.92 the same should have been filled up by assigning the Head Cashier Category 'C' at Tiruchirappalli Cantonment Branch with such duties. On 19.10.92, the Zonal Office considering the fact that the average weekly deposit of Tiruchirappalli Cantonment Branch on 31.3.92 was over Rs.4 crores, advised the Regional Office, Madurai to upgrade the Head Cashier Category 'C' to Head Cashier Category 'E' with retrospective effect from 1.4.92 and to select the eligible staff as per the head office guidelines. On 16.10.92 the vacancy was caused at Tiruchirappalli Branch consequent

on the assignment of special assistant duties to the then Head Cashier Category 'E'. Under normal circumstances, the resultant vacancy of Head Cashier Category 'E' at Tiruchirappalli Main Branch should have been filled up by inviting applications from eligible staff and by following bank's guidelines. However, since the vacancies of Head Cashier Category 'E' arose simultaneously in both the aforesaid branches located within the same selection zone, the Head Cashier Category 'C' at Tiruchirappalli Cantonment Branch was assigned the duty of Head Cashier Category 'E' in the branch itself as per bank's prevailing guidelines to obviate delay and to ensure smooth functioning of the branch besides to ensure customer service. Subsequently, steps were taken for assignment of Head Cashier Category 'E' at Tiruchirappalli Branch by inviting applications from eligible candidate as there was no staff assigned with the duties of Head Cashier Category 'C' in the selection zone. Sri K. Shanmugam joined the bank as a cash clerk and was continuing in the same capacity till he was assigned with the duties of Head Cashier Category 'E' w.e.f. 6.4.2001. Sri K. Shanmugam was not prevented from applying for Head Cashier Category 'C' or 'E' and no damage was caused to him by the bank. It was categorically denied that the vacancy of Head Cashier Category 'E' at Tiruchirappalli Branch arose on 10.10.92 and on 11.02.93 upgraded the post of Head Cashier Category 'C' at Tiruchirappalli Cantonment Branch to the Head Cashier Category 'E' deliberately with a pre-meditated mala fide intention to cause unfair detriment to Sri K. Shanmugam with partisan discriminatory motive as alleged by the Petitioner. It was categorically denied that the management implemented the agreements/settlements according to its sweet will and pleasure. The Respondent submits that the bank management implements the agreements and settlements both in letter and spirit. Sri K. Shanmugam was never denied the Head Cashier Category 'E' allowance in February, 1985. The special assistant zone of Pondicherry comprises solely of Pondicherry branch. It is mandatory for the branch to call for application of eligible candidates only if there are more than one branch in a selection zone. Pondicherry branch being the only branch in the selection zone, the position of Head Cashier Category 'E' was assigned to the senior most clerk of the branch and therefore the contention of the Petitioner are misleading. The assignment of Head Cashier Category 'E' are being done in strict compliance with the laid down procedure and there has been no flouting of the same as alleged by the Petitioner. Sri K. Shanmugam was never assigned with the duties of Head Cashier Category 'C' or 'E' till 5.4.2001 and thus, he was not eligible for the allowance of Head Cashier Category 'C' or 'E' till he was assigned with Head Cashier Category 'E' w.e.f. 6.4.2001. Hence, it is prayed that this Hon'ble Tribunal may be pleased to set aside the claim of the Petitioner Sri K. Shanmugam for the reasons stated earlier and pass an award accordingly.

4. When the matter was taken up finally for enquiry,

no one has been examined as a witness on either side. No document has been marked as exhibit on the side of the I Party/Claimant. Xerox copy of the documents filed on the side of the II Party/Management were marked with the consent of the learned counsel for the I Party/Claimant as Ex.MI to MII. The learned counsel on either side advanced their respective arguments.

5. The point for my consideration is —

“Whether the denial of promotion to Sri K. Shanmugam as Cashier Category E by the Management of Bank of India is justified? If not, what relief is he entitled to?”

Point:—

This industrial dispute has been raised by the I Party/Claimant, the General Secretary of Bank of India Award Staff Union on behalf of the workman Sri K. Shanmugam, challenging the denial of promotion to the concerned workman as Cashier Category 'E' by the management of Bank of India as unjustified. This reference has been made by the Ministry by an order dated 26.5.99. The concerned workman was Sri K. Shanmugam was working as Cash cum Accounts Clerk in Tiruchirappalli Cantonment Branch from 23.9.87. It is admitted that the Respondent/Bank has two branches within Tiruchirappalli Municipal limits as Tiruchirappalli Main Branch and Tiruchirappalli Cantonment Branch and both the branches are regarded as a single unit as Tiruchirappalli City Zone. It is alleged that consequent upon the promotion of Sri S. Mohan, cashier incharge E category, Tiruchirappalli Main branch to Special Assistant Cadre on 15.10.92, a vacancy has arisen in Category E Cashier incharge at Tiruchirappalli Main Branch. It is further contended by the Petitioner Union in their Claim Statement that on 15.10.92 when the category E vacancy fell vacant at Tiruchirappalli Main Branch there was one category C cashier at Tiruchirappalli Cantonment Branch and he should have been posted as category E cashier at Tiruchirappalli Main Branch automatically as per the then existing practice and the resultant vacancy of category C at Tiruchirappalli Cantonment Branch should have been assigned to concerned workman Sri K. Shanmugam by virtue of his seniority. It is further contended the Respondent/Bank by keeping the vacancy of category E cashier at Tiruchirappalli Main Branch unfilled for months together prevented the workman from even applying for category C or E cashier and thus, cause more damage and that the upgradation of Tiruchirappalli Cantonment Branch to Category E rendered the workman ineligible for the same as there was no category C cashier in that Special Assistant Zone after upgradation. It is further contended that instead of acting in accordance with due procedure, the Respondent kept in pending the vacancy of category E that arose at Tiruchirappalli Main Branch on 10.10.92 and instead on 11.02.93 upgraded the post of Category C cashier at Tiruchirappalli Cantonment

Branch to category E with retrospective effect from 1.4.92 and conferred the same upon the incumbent category 'C' Cashier at Tiruchirappalli Cantonment Branch along with the attendant benefits and the said action resorted to by the then Regional Manager of the Respondent/Bank at Madurai Unit was deliberate pre-meditated, mala fide and biased intend to cause unfair detriment to the concerned workman Sri K. Shanmugam out of some partisan, discriminatory notice. This was the state of affairs in October, 1992 as per the Claim Statement. It is admitted that today the concerned workman is not working as category 'E' Cashier from April, 2001. In the prayer the I Party/Union has mentioned that the action of the Respondent in not paying the 'C' Category cashier allowance from February, 1985 and E category cashier allowance from 1988 to Sri K. Shanmugam is not justified and a direction may be given to the Respondent to pay 'C' category cashier allowance in February, 1985 and category 'E' Cashier allowance from 1988 onwards to the said workman Sri K. Shanmugam with interest 18% from the date of amount due till date of payment with cost. So, the present prayer is for only a monetary claim for the period for which the concerned workman ought to have been given the post of category 'C' Cashier as well as category 'E' Cashier to claim the special allowance flows from that post. As it is not disputed that the concerned workman has been given promotion as category 'E' Cashier in April, 2001 itself, the present dispute as such mentioned in the Schedule of Reference become infructuous.

6. It is a specific contention of the Respondent/Management in their Counter Statement that matters regarding creation of post of Head Cashier Category 'E' at certain branches in the place of Head Cashier Category 'C' on certain parameters where the cash transactions of heavy nature/or where duties of Head Cashier Category 'E' exists in sufficient quantum are being discussed from time to time with the representatives of the Federation of Bank of India Staff Union by the bank management. It is further contended that the eligible criteria for the selection of Head Cashier Category 'E' arising out of promotion, retirement/resignation/ dismissal was also discussed and it was agreed upon to keep such vacancies by inviting applications from clerks who are Head Cashier Category 'C' as on the date of notice inviting applications and clerks who surrendered the Head Cashier Category 'C' allowance on account of the request for transfer to a branch in the Zone provided, they have become eligible for assignment of duties attracting special allowance as prescribed under various bank's rules regulations/guidelines as found in the date of notice inviting applications. It is further contended by the Respondent that considering the business mix of Tiruchirappalli Cantonment Branch as on 1.4.92 the Regional Office of the bank conveyed their decision to the Regional office, Madurai for upgrading the Head Cashier Category 'C' to Head Cashier Category 'E' with retrospective effect

from 1.4.92 and to select the eligible staff as per Head Office guidelines. It is also contended that the Head Cashier Category 'C' who was working in Tiruchirappalli Cantonment Branch was elevated to Head Cashier Category 'E' since the vacancy arose in the branch w.e.f. 1.4.92 following bank said procedure/guidelines and thereafter, the vacancy of Head Cashier Category 'E' at Tiruchirappalli Branch was filled up by calling for applications from the clerks who had surrendered Head Cashier Category 'C' allowance in the selection zone, since there was no Head Cashier Category 'C' working in the Selection Zone and that the aforesaid selections made by the Regional Office, Madurai were in full compliance with the Bank's guidelines as settled after discussions with the recognised union. To disprove these averments in the Counter Statement of the Respondent/Management, no evidence oral or documentary has been placed by the Petitioner Union before this Tribunal. Further, the Petitioner Union has not chosen to file any reply statement disputing these specific averments of the Respondent/Management and to substantiate their stand that the action of the Respondent/Management through the Regional Manager of Regional Office, Madurai as deliberate, pre-meditated, mala fide and biased intent to cause unfair detriment to the concerned workman Sri K. Shanmugam out of some partisan discriminatory notice. It is not the case of the Petitioner Union that the action of the Respondent/Management in elevating the post of Head Cashier Category 'C' in the Tiruchirappalli Cantonment Branch to Head Cashier Category 'E' are without following the bank said procedures and guidelines. It is also not disputed that at that time the concerned workman was working as cash clerk only and he was in the same cadre as cash clerk till March, 2001. From the plea of either side, it is seen that the concerned workman who was holding the post of Cash Clerk cannot be provided the post of Head Cashier Category 'E' without working as Head Cashier Category 'A' to D. It is further stated in the Counter Statement of the Respondent that a vacancy of Head Cashier Category E arose in December, 2000 at banks Tiruchirappalli Branch due to the voluntary retirement of Head Cashier Category E Sri S. Mohan and that the Chief Regional Manager, Madurai Region called for applications from the selection zone for filling up of the said post and Sri K. Shanmugam being the senior most among the candidates applied, was selected and assigned with the duties of Head Cashier Category E at Tiruchirappalli Branch w.e.f. 6-4-2001. This specific averment in the Counter Statement of the Respondent/Management has not been disputed as incorrect or false. Further, in the Counter Statement itself, the Respondent/Management has clearly given reasons for its action in this regard. It is stated in the Counter Statement that as per agreement/settlement between the bank management and the Federation of Bank of India Staff Union the vacancies of Head Cashier Category E were to be filled up by inviting applications from the eligible staff members of the selection zone. It is

further alleged that on 19-10-92 the Zonal Office considering the fact that average weekly deposit of Tiruchirappalli Cantonment Branch on 31-3-92 was over Rs. 4 crores advised the Regional Office, Madurai to upgrade the Head Cashier Category C to Head Cashier Category E with retrospective effect from 1-4-92 and to select the eligible staff as per the Head Office guidelines and that on 16-10-92 the vacancy was caused at Tiruchirappalli Branch consequent on the assignment of special assistant duties to the then Head Cashier Category 'E' and that since the vacancies of Head Cashier Category 'E' arose simultaneously in both the branches located within the same selection zone, the Head Cashier Category 'C' at Tiruchirappalli Cantonment Branch was assigned the duty of Head Cashier Category 'E' in the branch itself as per bank's prevailing guidelines to obviate delay and to ensure smooth functioning of the branch besides to ensure customer service and that subsequently, steps were taken for assignment of Head Cashier Category 'E' at Tiruchirappalli Branch by inviting applications from eligible candidates as there was no staff assigned with the duties of Head Cashier Category 'C' in the selection zone and that the concerned workman Sri K. Shanmugam was not prevented from applying Head Cashier Category 'E' or 'C' and no damage was caused to him by the bank. All these averments have not been disputed by the Petitioner Union as incorrect. Contrary to these averments, no other plea has been taken by the Petitioner Union to show that the Respondent/Management has purposely avoided or denied promotion as Head Cashier Category 'E' to the concerned workman Sri K. Shanmugam on 16.10.92 itself. From all these things, it is seen that there was no denial of promotion to Sri K. Shanmugam as Cashier Category 'E' by the management of Bank of India at the relevant point of time. He was not considered for the post of Category 'E' Cashier in view of the then prevailing circumstances and the ineligibility of the concerned workman. So, under such circumstances, it cannot be said that the concerned workman Sri K. Shanmugam was denied promotion of category 'E' Cashier by the management of Bank of India. Hence, the concerned workman is not entitled to the relief as prayed for by the I Party/Union in the Claim Statement. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the relief claimed by the I Party/Union on behalf of the workman Sri K. Shanmugam against the II Party/Management Bank of India cannot be granted. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side :

: None

Exhibits marked:—

For the I Party/Workman : Nil

For the II Party/Management :—

Ex.No.	Date	Description	Ex.No.	Date	Description
M1	15.06.83	Xerox copy of the inter office memo sent by the General Manager, Head Office of Respondent/Bank to Zonal Manager, Madras with regard to creation of Head Cashier Category 'E' post in place of Category 'C'.	M7	08.10.92	Xerox copy of the office letter issued by the Regional Manager, Madurai Region to Sri Mohan, Tiruchirappalli Branch with regard to assignment of Duties of special assistant for unspecified period.
M2	21.02.90	Xerox copy of the inter office memo sent by the General Manager, Head Office of Respondent/Bank to Zonal Manager, Madras with regard to creation of Head Cashier Category 'E' post in place of Category 'C'.	M8	26.12.94	Xerox copy of the office letter issued by the Regional Manager, Madurai Region to the Manager, Tiruchirappalli Branch with regard to assignment of Duties of special assistant for unspecified period.
M3	26.11.91	Xerox copy of the memorandum of understanding Regarding norms for selection to the post of Head Cashier Category 'E'.	M9	24.10.96	Xerox copy of the office letter issued by the Regional Manager, Madurai Region to the Manager, Tiruchirappalli Branch with regard to assignment of Duties of Cashier in-charge category E.
M4	07.08.92	Xerox copy of the inter office memo sent by the General Manager, Head Office of Respondent/Bank to Zonal Manager, Madras with regard to creation of Head Cashier Category 'E' post in place of Category 'C'.	M10	10.02.99	Xerox copy of the letter from Zonal Manager, Southern Zone, to Regional Manager, Madurai Region with regard to the dispute raised by Union Before Assistant Labour Commissioner (Central).
M5	23.10.92	Xerox copy of the inter office memo from the Zonal Manager to Regional Manager, Madurai Region with regard to creation of Head Cashier Category 'E' post in place of Category 'C'.	Mil	30.03.01	Xerox copy of the letter from General Manager to Zonal Manager, Chennai with regard to the dispute raised by the Union.
M6	08.10.92	Xerox copy of the inter office memo from the			Xerox copy of the letter from Chief Regional Manager Bank of India to the Manager, Bank of India, Trichy with regard to assignment of duties of Cashier in-charge category E.

नई दिल्ली, 11 सितम्बर, 2002

FOR THE WORKMEN : Mr. A. S. Deo
Representative.

Mumbai Dated 8th August, 2002

AWARD

का. आ. 3173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय II मुम्बई के पंचाट (संख्या 2/201 आफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-17011/7/99-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th September, 2002

S.O. 3173.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/201 of 99) of the Central Government Industrial Tribunal-cum-Labour Court-II Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 10-9-2002.

[No. L-17011/7/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT:

S.N. SAUNDANKAR

PRESIDING OFFICER

REFERENCE NO. CGIT-2/201 OF 1999.

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF LIC OF INDIA

The Divisional Manager,
LIC of India D.O. II, 112
Sion Koliwada Road,
Sion, Mumbai 400 022.

AND

Their Workman

The General Secretary
Insurance Employees
Union, 88/112, Sion
Koliwada Road, Sion (E),
Mumbai.

APPEARANCES:

FOR THE EMPLOYER : Mr. V.W. Bapat
Representative.

The Government of India, Ministry of Labour by its Order No. L-17011/7/99/IR(B-II), dated 3-11-99 in exercise of the powers conferred by clause (a) of sub-section (1) and sub-section 2(A) of Section 16 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

Whether the action of the management of LIC of India Mumbai in terminating the services of Smt. Supriya Y. Suki w.e.f. 13-9-96 for her absence from duty is justified? If not, to what relief she is entitled to?

2. Work person Mrs. Supriya Y. Suki was appointed as Assistant in the Divisional Office of 'LIC' of India at Mumbai in the year 1993. Employees Union vice Statement of Claim (Exhibit-4) contended that in the year 1996 said Ms. Suki was working in Mulund Branch Office. She had applied for Privilege leave of 32 days from 13-1-96 to 13-2-96 to go to USA to give company to her husband who was deputed by his company and that Corporation had sanctioned the said leave which was at her credit. It is contended due to extreme cold workman had to extend her leave and therefore she had submitted application dated 10-2-1996 which was received by the office on 24-2-96 and that office by their letter dated 15-3-1996 apprised her that the leave asked for has not been sanctioned and consequently to resume duty immediately. It is averred that the workman by fax message on 1-4-1996 received by the Corporation on 3-4-1996 informed on her illness however Corporation by the letter dated 9-4-96 asked her to resume duty and thereafter she sent medical certificate. However the Corporation served chargesheet-cum-show-cause notice on 7-6-96 on her USA address proposing punishment of removal from service under regulation clause 39 (1)(f) of Regulation 1960. It is contended workman replied the said chargesheet cum show cause notice on 10-7-96 which was received to her on 8-7-96 mentioning therein that she had been keeping a regular communication with the office and on her illness and had apprised intention to join office as soon as possible and that she would be back by August 96. Consequently she requested for withdrawal of the chargesheet-cum-show-cause notice. However it is contended the Corporation on 13-9-1996 removed her from service treating her absence of 213 days as dies-non i.e. period not spent on duty against which she had preferred appeal to Zonal Manager but that was rejected on 8-9-97 and thereafter a memorial to the Chairman which was also turned down on 4-8-98. Consequently she raised a dispute with the A.I.C. (C) Mumbai on 22-1-99 but that was ended in failure. It is contended by the union that the action of the management of removal of workman is violative of regulation 39 of the (staff) Regulation 1960. She was not given opportunity to put forth her grievances Corporation did not ask the opinion of panel doctor on the medical certificate and without any reasons she was

been removed as absence of 213 days cannot by itself become a misconduct, which was intimated and supported by medical certificate. Consequently union contended the action being illegal and unjustified Corporation be directed to reinstate her with full back wages.

3. Management Corporation resisted the claim of workman by filing Written Statement (Exhibit-5) contending that workman had joined as an Assistant on training on 4-11-93 she was confirmed in service on 7-5-1994. It is contended that workman had been granted three days Extra Ordinary Leave on loss of pay even while she was on probation from 11-3-1994. She was granted leave many a times for the period following her confirmation up to departure for USA as specified on Page 8. She had availed a short period leave as one day even, putting the office in inconvenience and that in short she was a chronic absentee throughout her short period of service. It is contended due to frequent absentism of the workman, Corporation had sought an undertaking from her that after completion of the Privilege leave she would not seek extension of leave and that she would resume duties immediately after the expiry of leave. However despite that she sought leave without producing medical certificate which was in violation of Regulation 30 (1) of the (Staff) Regulation. It is contended that the workman by way of reply to the chargesheet-cum-show cause notice dated 10-7-1996 pointed out that she is recovering slowly and that she would return back to India in last week of August '96 and later by the letter dated 20-8-96 she intimated that she would resume her duty on 7-9-96. As she did not join duty and that absence for duty was 213 days, the Disciplinary Authority on the basis of the record imposed penalty of removal from service under regulation clause 39 (1) (f) of staff regulation as it was not reasonable practicable to hold an inquiry against her. The Corporation averred that under regulation clause 21 of (staff) Regulation every employee of the Corporation has to maintain absolute integrity and devotion and obey the orders and directions and under the regulation clause 30 (1) of (Staff) regulation employee shall not absent himself from duties without having obtained permission from the Competent Authority and that under Regulation clause 61 leave cannot be claimed as a matter of right, however the workman acted contrary to the above provisions therefore under Regulation 39 (1) (f) she has been removed from service for her unauthorised absence of 213 days and that the Appellate Authority considering all the provisions, confirmed the action. Therefore the action being justified the claim of workman be dismissed with costs in limine.

4. On the basis of the rival pleadings of the parties issues were framed at (Exhibit-10) and in that context workman Mrs. Suki filed affidavit in lieu of Examination-in-Chief (Exhibit-13) and union closed oral evidence vide (Exhibit-15). Administrative Officer Mr. S. A. Chavan for the Corporation filed affidavit (Exhibit-16) and the management closed evidence vide purshis (Exhibit-17). Union filed written submissions (Exhibit-19) with copies of rulings (Ex-20) and the management (Exhibit-18).

5. On hearing the Learned representatives for both sides and going through the record and the written submission. I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the workman was a chronic absentee from duty throughout services of Corporation?	yes
2. Whether the action of management of LIC of India, Mumbai in terminating the services of Smt. Supriya Y. Suki w.e.f. 13-9-96 for her absence from duty is entitled to ?	Yes
3. What relief She is entitled to ?	As per order below.

REASONS

6. At the outset it is to be noted that in the domestic inquiry strict and sophisticated rules of evidence under the Evidence Act do not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy even hearsay evidence provided it has reasonable nexus and credibility. Disciplinary proceedings is not a criminal trial. The standard of proof required is that of preponderance of probabilities and not proof beyond reasonable doubt. On perusal of the factual position it is to be decided whether the workman was a chronic absentee and whether the action of the management of her termination is justified. Administrative Officer of the Corporation Mr. Chavan stated that workman was appointed as Assistant on training w.e.f. 4-11-93 and that during the period of probation also she had sought leave on different grounds, she was granted Extra Ordinary leave on loss of pay. During probation when she was expected to fully devote herself to the training, and that even after confirmation, during the short period of her service she availed leave as mentioned in page 8 of the Written Statement and the written submissions page 14. The Learned Representative for the Corporation Mr. Bapat submit that under the Regulation Clause 21 applicable to the workman every employee of the Corporation at all times to maintain absolute integrity and devotion to duty and as per Clause 30(1) the employee shall not absent himself from his duties without having obtained the permission of the Competent Authority and that under Regulation 61 leave cannot be claimed as a matter of right. However, in contravention of the provisions under the said Regulation, Ms. Suki remained absent from duty through-out her short period of service. Evidence on this count has not been challenged by the work person. It is therefore apparent that Ms. Sukhi was a chronic absentee from duty through out service of the Corporation.

7. It is in the evidence of management witness Mr. Chavan that on the application of Mrs. Suki, Corporation had granted leave for 32 days from 13-1-96 to 13-2-96 subject

to her agreeing to the terms and conditions set out in the letter dtd. 11-1-96. Mr. Chavan disclosed that she had agreed to resume duty immediately after expiry of sanctioned leave i.e. on 14-2-96 and she would not request for extension of leave whatsoever may be the reason and was aware that failure to resume duty on 14-2-96 will be viewed seriously and will be liable to strict disciplinary action. He disclosed that in spite of agreeing as above, Mrs. Suki applied for grant of sick leave for one month without enclosing medical certificate and when she was apprised on 28-2-96 to resume duties immediately she regretted her inability to join duty and that on the letter dtd. 15-3-96 by the Corporation informing that her absence would be treated as unauthorised, rendering her liable for disciplinary action she by the letter dtd. 18-3-96 informed that she had sent medical certificate and that afterwards on informing workman to join duty by the letter dtd. 13-4-86 she again expressed her inability to resume and promised to resume duty as soon as her health permits and as she remained absent unauthorisedly the chargesheet cum show cause notice was issued to her on 7-6-96 for proposed punishment under clause (f) of Regulation 39(1) which she had received on 10-7-96 and promised to return to India by August '96. Mr. Chavan further disclosed that the workman by letter dtd. 20-8-96 promised to resume duty on 7-9-96 and since she did not resume duty on 7-9-96 by the order dtd. 13-9-96 she was terminated in terms of Regulation 39(1)(f) of (Staff) Regulations treating the entire period of unauthorised absence of 213 days as dies-non. On perusal of the regulation clause 64 which requires that sick leave may be granted to an employee only on medical certificate however on medical certificate was produced by workman at the time of applying the leave for one month on 10-2-96. Workman admits in cross-examination para. 36 that she did not resume duty immediately after sanctioned Privilege Leave was over, she had not enclosed medical certificate along with the application dtd. 10-2-96, 18-3-96 and 1-4-96. She had also not sent medical certificate on 21-5-96. Medical certificate dtd. 31-5-96 (Exhibit-8/pg.40) does not mention period of illness. As stated above, workman applied for leave for 32 days which was granted from 13-1-96 to 13-2-96. She did not resume duty as apprised by the Corporation as per her letter dtd. 21-8-96 and admits that she came to India on 11-2-97. thus, admittedly she remained absent unauthorisedly for 213 days.

8. According to Mrs. Suki she was sick and therefore she had applied for sick leave by the letter dtd. 10-2-96 and thereafter expressing her inability to resume duty. She disclosed that she had remained absent for reasons and not avoided to resume duty. The Learned Representative for the workman at this juncture submits that, Regulation permit on the leave in the matter inviting attention of this Tribunal to the cross-examination of management witness Mr. Chavan wherein he admits that office had not raised, doubt on the certificate enclosed with the letter dtd. 31-5-96 and that no independent medical experts' opinion was sought nor the medical certificate enclosed with the letter dtd. 31-5-96 was shown to the panel doctor and that office did not make query as to why Mr. Suki did not resume on 7-9-96. The submission of the Learned Representative

Mr. Deo is that, by way of inquiry the reasons as to why Mrs. Suki could not resume duty would have come forward. He therefore submits not holding of inquiry is prejudicial to workman and urged with force that terms and conditions consented by the workman in the letter dtd. 11-1-96 do not find place in (Staff) regulations, and in the circumstances, the action of the management is not at all justified.

9. Admittedly no Inquiry Officer was appointed to hold inquiry in the matter. The Regulation 39 specifies that the Disciplinary Authority if satisfied, not reasonably practicable to hold an inquiry can dispense with the inquiry. In the case in hand, workman was issued chargesheet-cum-show cause notice on 7-6-96 for having overstayed leave after 13-2-96 and in spite of receiving the notice she did not turn up. She was not in India. Notice was clear about her unauthorised absence and the fact that, she did not join duty. In this context, holding of inquiry would not serve the purpose.

10. As stated above, Ms. Suki was a chronic absentee from duty throughout her service in the corporation and that she remained absent unauthorisedly from 14-2-96 which is contrary to the regulation which amounts to misconduct. The Corporation considering her unauthorised absence terminated her services w.e.f. 13-9-96. So far the quantum of punishment is concerned, it is settled position that it has to suit the offence and the offender. It should not be vindictive or unduly harsh and that penalty imposed must commensurate with the gravity of the misconduct. The Learned Representative for the union Shri Deo inviting attention of this Tribunal to the cross-examination of the management witness Mr. Chavan para. 25 submits that chargesheet against Mrs. Suki dtd. 7-6-96 was the first chargesheet and that many employees remained absent for more days, are still in service and therefore the penalty imposed is disproportionate and also discriminative. Under the service regulation referred to above leave is not a matter of right and that employee is required to observe/comply with the directions in the course of his official duty and further the employee is required to maintain devotion to duty. If looked the unauthorised absence of 213 days and also absence through out service can be safely said to be a misconduct which is violative of Service Regulation. Now the question crops up whether such misconduct warrants dismissal. According to the Learned Representative for the Corporation to maintain discipline and considering the recalcitrant attitude of the workman towards office, who since beginning was a chronic absentee Warrants dismissal relying on the decision in H.D. Singh Vs. Reserve Bank of India AIR 1986 SC pg. 132 wherein Their Lordships observed:—

“Perhaps the Reserve Bank of India and its officers are not aware of the grave unemployment problem facing the youth of this country and also not aware of the fact that graduates, both boys and girls, sweep our roads and post graduates in hundreds, if not in thousands apply for the posts of peons.”

On going through the rulings cited by both the parties and the record as a whole and looking to the matter from the factual position to my view, penalty of termination imposed on Mrs. Suki is proportionate and from this context the action of the management is totally justified. Consequently she is not entitled to any reliefs. Issues are therefore answered accordingly and hence the order :—

ORDER

The action of the management of LIC of India, Mumbai in terminating the services of Smt. Supriya Y. Suki w.e.f. 13.9.96 for her absence from duty is justified and consequently she is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2002

का. आ. 3174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 31/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-09-2002 को प्राप्त हुआ था।

[सं. एल-12012/533/86-डी II (ए)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th September, 2002

S.O. 3174.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2002) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 13-09-2002.

[No. L-12012/533/86-DII(A)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, LUCKNOW

PRESENT:

RUDRESH KUMAR, PRESIDING OFFICER

I.D. No. 31/2002 (DELHI No. 79/87)

REF. No. L-12012/533/86-D.II(A) DATED 1-9-1987

Between

The General Secy., Central Bank Workers Organisation,
Madhupura, Station Road, Aligarh

AND

The Regional Manager, Central Bank of India, C/o
Divisional Office, Agra

AWARD

By order No. L-12012/533/86-D-II(A) dated 1-9-87, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred this industrial dispute between (the General Secretary, Central Bank Workers Organisation, Madhupura, Station Road, Aligarh and the Regional Manager, Central Bank of India C/o Divisional Office, Agra for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated 19-4-2002, the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced:

“WHETHER THE ACTION OF THE REGIONAL MANAGER, CENTRAL BANK OF INDIA, AGRA IN NOT PROMOTING SHRI KUNWAR LAL, SUB-STAFF TO THE POST OF CLERK W.E.F. ANY DATE AFTER 19-7-88 AND PRIOR TO 14-11-83 IS JUSTIFIED? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED?”

2. Admittedly, Kunwar Lal, the workman, was appointed as Peon, in the Central Bank of India on 26-6-73. He passed his High School in the year 1979, Intermediate in 1981 and B.A. in 1983. While working as a sub staff in the services of the bank, and on passing B.A. he requested the management of the bank, on 22-7-83 seeking promotion to clerical cadre. He was not promoted immediately. Later, he was promoted in clerical cadre w.e.f. 24-11-83. The grievance of the workman is, that he should be treated promoted from the date of being graduate w.e.f. 19-7-83.

3. The management admitted facts as regard service status of the workman and also his educational qualification. It also admitted prevailing promotion policy in the bank. Para 9.1 of the policy is quoted:

“Members of the subordinate staff who, while in banks service, as graduate from recognised

university, and has also passed in English as one of the subjects in either Matriculation or equivalent examination or subsequent examination, shall be straight away promoted to clerical cadre in the first available vacancy."

4. In view of the admitted facts and also the prevailing promotion policy at the relevant time, in the Central Bank of India, the only question involved is whether the workman should be treated promoted from the date of his graduation. The promotion policy enumerated in para 9.1 above permits straight away promotion to clerical cadre which does not mean instant promotion subject to availability of the vacancy. On receiving information that the workman became graduate, the bank was under obligation to verify genuineness of facts and also availability of vacancy from the Man Power Planning Department. The claim statement mentions that the information as to the workman became graduate, was conveyed to the bank on 22-7-83 and not on 19-7-83. When he himself informed the bank on 22-7-83, The logical meaning has to be given to the right of the sub staff for promotion to the clerical cadre. The word "straight away promotion" signify that the bank is not required to evolve any process of selection. It does not mean that on being graduate, a sub staff becomes entitled to automatic promotion from the date of graduation, without any verification of degree or vacancy. These process of verifications takes considerable time. The workman was promoted in clerical cadre on 14.11.83, after about four months. This period is normal in verificatory process.

5. The workman had also appeared in the promotional examination held by the bank, to promote from subordinate cadre to clerical cadre as early as on 20-12-81. Its result was declared on 3-11-83 and the workman was successful in the said test. According to the bank, the vacancy against which examination was held in 1981, were meant for those who had appeared in the, promotional test. The first available vacancy arose in Nov, 1983 after the workman became eligible and the workman was promoted on 24-11-83. No examination was held in between 19-7-83 and his appointment. There was no inordinate delay in promotion of the workman. The bank cited numerous cases to show that in such cases few months time are taken in ascertaining vacancies from the Man Power Planning Department, Head Office, Bombay. The workman was promoted in normal course.

6. The demand of the workman that he should be treated promoted from 19-7-83 cannot be accepted as he himself informed the bank on 22-7-83 about his being

graduate. He could not show by evidence as any other sub-staff was promoted between the period 19.7.83 to 14.11.83. He was not required to be promoted against the quota of direct recruitment, or against the vacancies for which the test were already held. First available vacancy, as given in para 9.1 means, the vacancy occurring after the graduation. The vacancies, which arose in 1981 and for which departmental test were held in 1981 was rightly not made available to the workman.

7. The claim of the workman has no merit. The reference is answered against him. He is not entitled to any relief.

Lucknow 9-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का. आ. 3175.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं० 1, मुम्बई के पंचाट (संदर्भ संख्या 49/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-02 को प्राप्त हुआ था।

[सं. एल-11012/15/96-आई.आर. (सो. 1)]

एम. एस. गुप्ता, अवर सचिव

New Delhi, the 9th September, 2002

S.O. 3175.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/97) of the Central Government Industrial Tribunal I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 5-09-2002.

[No. L-11012/15/96-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL No.1 MUMBAI

PRESENT

Shri Justice S.C. Pandey

Presiding Officer

REFERENCE NO. CGIT-49 OF 1997

Parties: Employers in relation to the
Management of Air India Ltd.

AND

Their workmen

Appearances :

For the management : Shri Lancy D'Souza

For the workman : Shri M.B. Anchan

State : Maharashtra

Mumbai, dated the 22nd day of August 2002.

AWARD

1. This is a reference under section 10(1) (d) and 10(1)(a) of the Industrial Disputes Act 1947 (hereinafter referred to as the Act) made by the Central Government to Tribunal for adjudicating upon the following question.

“Whether the action of the management of Air India Limited, in dismissing the services of Mr. V.J. Valodra Ex-Cleaner, w.e.f. 17/27-8-1993 is legal and justified? If not, to what relief is the workman concerned entitled?”

2. V.J. Valodra (the workman for short) was serving as a cleaner with the Air India Ltd. (the employer for short). His services were terminated by order dated 17/27-8-1993. He raised an industrial dispute and moved the Asstt. Labour Commissioner (Central) for conciliation of dispute between the parties. The Conciliation Officer reported failure of conciliation. Thereupon, the Central Govt. finding, that the industrial dispute requires adjudication by this tribunal, has made the reference in aforesaid terms.

3. The relevant facts of this case are that the workman was employed as a confirmed cleaner in the inflight Department of Air India. The workman remained absent between 01-10-1991 to 30/9/1992 for a period of 112 days without applying for leave or giving any intimation. The

applicant was charge sheeted for remaining absent without permission in spite of disciplinary action initiated against him. Accordingly the workman was charged with the following breaches of Model Standing Orders.

(a) Willful insubordination of lawful and reasonable orders of the superiors.

(b) Habitual absence without leave.

(c) Acts subversive of discipline.

4. On receiving the charge sheet, the workman voluntarily and unconditionally accepted all the charges mentioned in the charge sheet by letter dated 15th February 1993 (marked as Annexure 2 to Statement of claim record page 16). This letter was received by the Competent Authority on 22-2-1993.

5. Thereafter the order dated 17/27-8-1993 dismissing the workman from service was passed on the foundation of his admission of his misconduct as per letter dated 15-2-1993. It is not in dispute that the workman was served with notice dated 14/24.7.1993 for showing cause why he should not be dismissed and he gave a reply dated Nil to that notice. In awarding the punishment the Competent Authority considered his past record. It was found that workman was punished earlier for habitual absence. Earlier he was serving as a loader and was removed from service for remaining absent for 52 days. Thereafter, he was re-employed but did not give up the habit of remaining absent. He was absent for 31 days in the year 1989 and received punishment of withholding of increment in year 1990. He remained absent for 273 days between April 1990 to July 1991. His annual increments due to him for 01-11-1989, 01-11-90 and 01-11-91 were cumulatively stopped. He was also charged with the attempt to take the property of the Corporation in a drunken state and punished with withholding of annual increments due to him on 01-11-1992, 01-11-1993 cumulatively. Looking to his past record the order of dismissal was passed.

6. The workman in his statement of claim asserted that his reply to the charge sheet was done at the instance of the then Deputy Personnel Manager, Shri. K. P. Veera Raghavan. he being an illiterate person merely resigned the letter dated 15-2-1993 without releasing its implications. He denied that he had committed any act of insubordination or subversive of discipline. He sought to justify his absence on the ground that he was absent on genuine grounds.

7. The employer justified the dismissal of the workman on the ground of admission and his past record. It was pointed out that the workman did not withdraw his admission at any stage prior to passing of the final order of dismissal. It was further pointed out that in his appeal to Deputy Director by letter dated 03rd November, 1993 the workman stated he had admitted his guilt. The employer in short asserted that the workman was guilty of all the three charges leveled against him and that he was rightly punished with the order of dismissal.

8. The workman examined himself and asserted that his admission was not voluntary because he was induced by Shri K. P. Veera Raghavan to do so on promise that he shall be dealt with leniently.

9. As against the assertion of the workman, the employer examined Shri K. P. Veera Raghavan, the Deputy Personnel Manager. He denied that he had given any advice to the workman to admit the charges. There was nothing in the cross-examination to render this witness unreliable.

10. Having considered the entire evidence on record, this tribunal does not accept the assertion of workman that he had not admitted the charges voluntarily and unconditionally. This inference drawn from the evidence led by the parties is fortified further by subsequent acts of the workman. The workman had the opportunity to retract his admission when he received the show cause notice why he should not be removed from service. The letter dated nil received on 29/7/93 (at page 6 of document filed by management on behalf of the employer) does not show that he had admitted the charges at the instance of Shri K. P. Veera Raghavan or anybody else. The employer rightly points out that in his letter appeal dated 3rd December, 1993 (a document filed by the workman along with his Statement of claim) does not show that he had admitted the charges at the instance of Shri Veera Raghavan. The workman had faced enquiries earlier and it cannot be said he was totally unaware of the charges. Moreover his evidence does not disclose that he did not understand the consequences of his acts. The next question that has to be decided is regarding the impact of admission made by the workman. The question is that despite the admission of the charges the employer was bound to hold a domestic enquiry. In the opinion of this tribunal, it was not incumbent upon the employer to hold an enquiry and prove charges apart from the admission. If the admission

is voluntary and without any inducement, threat or promise then the employer can act upon it. In fact the action of relying upon admission itself is part of the enquiry which an employer holds after framing of charges. No rule of natural justice requires that an enquiry should be held even when the delinquent admits charges. The workman was heard in the sense he was given an opportunity to deny the charges and seek vindication of his innocence. The opportunity of hearing is given to those who seek it and not otherwise. The view of this tribunal is supported by the decision of the Supreme Court in the case of Central Bank of India vs. Karuna Roy Banerjee 1967 16 FLR 481 and Associated Cement Company vs. Abdul Gaffar 1980 LC 683.

12. The workman cannot be permitted at this stage to withdraw his admission. The employer had acted upon his admission and it is likely to be prejudiced. This principle of estoppel is well established. A man cannot blow hot and cold in the same breath when the opposite party is prejudiced. In the case of Reddy Vs. Central Bank of India 2002 (93) FLR 245, Sinha C.J. in his leading judgement observed in paragraph 29 that delinquent employee should not be allowed to resell from his admission in course of a domestic enquiry. He cannot approbate and reprobate.

13. It has been urged on behalf of the workman that punishment of dismissal should not have been awarded. This tribunal was asked to exercise its discretion under section 11-A of the Act. It is clear from the impugned order that the workman was fore warned regarding his misconduct. He was dealt with leniently earlier but he did not improve. This tribunal does not find any good reason to take a different view of the matter regarding punishment. Even otherwise this tribunal is aware that it should be slow to interfere with punishment awarded by the employer despite the wide powers conferred upon it. This tribunal should bear in mind the difficulties faced by the officers of the employer in running the administration of a company in the face of gross indiscipline and absenteeism on the part of the employees.

14. Accordingly, this tribunal answers the question referred to it by saying that the dismissal of the workman w.e.f. 17/2.8.1993 is legal and justified.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. I, धनबाद के पंचाट (संदर्भ संख्या 55/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-02 को प्राप्त हुआ था।

[सं. एल-20012/53/93-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th September, 2002

S.O. 3176.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/94) of the Central Government Industrial Tribunal I—Dhanbad now as shown in the annexure in the Industrial Disputes between the employers in relation to the management of BCCCL and their workman, which was received by the Central Government on 5-9-2002.

[No. L-20012/53/93-IR(C-1)]

S. S. GUTPA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under sec. 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 55 of 1994

Parties : Employers in relation to the management of Mahuda Area of M/s. B.C.C. Ltd.

and

Their Workmen.

Present : Shri S.H. Kazmi,
Presiding Officer.

Appearances :

For the Employers : Shri S.N. Sinha, Advocate.

For the Workman : Shri S. Paul, Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 20th August, 2002.

AWARD

By Order No. L-20012/53/93IR(Coal-I) dated the 16th March, 1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause

(d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the General Manager Mahuda Area of M/s. Bharat Coking Coal Ltd. P.O. Mahuda, Dt. Dhanbad in dismissing Shri Farid Ansari, Leave Clerk, Murlidih Colliery w.e.f. 5.5.92 is justified? If not to what relief is the concerned workman entitled?”

2. Precisely, the case of the concerned workman is that on 2.9.68 he joined the service as a Leave Clerk at Murulidih Colliery which pursuant to its nationalisation came under the management of M/s. B.C.C. Ltd. Being a leave clerk his duty was to receive leave application from the concerned workman and to compare and verify from the Leave Register the due leave if any and to make necessary entry in the register to maintain accounts of earned leave, casual leave, sick leave etc. of each workman employed in the colliery. There are different clerk for other jobs like P.F. Clerk, Bonus Clerk etc. It has been said that throughout his service career the concerned workman never received any chargesheet except the chargesheet dated 12/16.12.86 and he maintained absolute integrity, devotion to his duties and never acted in any manner prejudicial to the interest of the management and he discharged his duties to the satisfaction of all concerned. However, the case is that although the concerned workman was a leave Clerk, he was illegally, arbitrarily and motivatedly called upon by one D. Jha, Personnel Officer, Murulidih Colliery, at the instance of one Gulu Babu, an outsider to furnish the details of service particulars of some workmen who claimed resumption of work at Murulidih 20/21 Pits Colliery after a considerable period of break in their service. Since Sri D. Jha was an officer of the colliery the concerned workman had carried out the orders and furnished the particulars as required by preparing chart which was cross checked by Sri S.N. Das, P.F. Clerk, Sri D. Jha, Personnel Officer himself and Sri U.J. Khan, Welfare Officer and A.P. Gupta, Colliery Superintendent and all of them counter-signed the said chart containing the particulars the original of which was sent through the concerned officer of the said colliery to the Area Office for further action. It is said that at the Area office Dy. Personnel Manager as well as Personnel Manager checked, verified, made necessary enquiries and on the basis of their approval the General Manager, Mahuda Area who is appointing authority ordered for re-appointment of the concerned workman all of whom are still working without any interference by the management of M/s. B.C.C. Ltd. Further it has been said that after submission of the said chart containing service particulars of the concerned workmen when the same was put up before the area office some manipulations were alleged to have been found with which the concerned workman had no concern. But the superior officers in order to save their skin obviously implicated the

concerned workman by issuing a chargesheet containing false, wild, baseless and imaginary allegations, wrongly describing him as a clerk instead of Leave Clerk. The concerned workman never worked under the control of Sri D. Jha, Personnel Officer and he collected the details from the bonus register and Form 'B' register which are maintained by other clerks and one kept in the custody of the Personnel Officer promoted to Dy. Chief Personnel Manager. It has been said that all those officers who had actually any hand in the alleged incident of giving employment to the so-called wrong persons have already been promoted to the higher post and the persons who have alleged to have been wrongly appointed are also being allowed to continue in their service. It is only the concerned workman who was subjected to the victimisation. It is said that the concerned workman prior to his dismissal from service had filed a suit for injunction but the Court refused to grant injunction and in the meantime since the order of dismissal was passed the said suit which was pending was withdrawn by him. It has also been said that a perfunctory domestic enquiry in violation of the principles of natural justice was held and the concerned workman was not given sufficient opportunity to defend himself. Further it is said that the findings and observation of the Enquiry Officer are contradictory to each other and so the dismissal of the concerned workman based on said enquiry report is illegal and unjustified.

3. The management, on the other hand, has come out with the case, as disclosed in its written statement, that the concerned workman joined the service as Leave Clerk but practically he was attached to the Personnel Section and work in as Personnel Officer's clerk and doing various types of jobs as entrusted by the Personnel Officer to him from time to time i.e. maintaining of statutory records and returns etc. It has been said that while working as Clerk, with D. Jha, the then Personnel Officer and A.P. Gupta the then Superintendent of Colliery during the year 1981, the concerned workman did not examine the joint representation of Ram Lal Mandal and Rohan Roy and others claimed vide their representation dated nil Ext. S-2 and S-2/1 dated 23-9-80. It is said that A. D. Shukla, the then P.M., Mohuda Rarea forwarded the said representation to the Colliery Superintendent on 21-2-81 with his remark and indicating columns of Proforma for certain information to the said petition (Ext.S-2) which were to be furnished to him by the Colliery superintendent. Accordingly the concerned workman was asked by the Personnel Officer for preparing the details in proforma as asked by the Personnel Manager. Further it has been said that the applicants in their petition (Ext.S-2) stated that they are loaders of Murulidih Colliery and had been working as Loaders after nationalisation. Due to ill health, they had remained absent from duties for sometimes. They further contended that they had not drawn their legal dues, such

as, gratuity, P.F. etc. It has been said that while preparing the details the concerned workman did not examine the contents of the said petition and prepared the employment particulars for 11 persons and in doing that he had taken the attendance from the Bonus Register and Pay-sheet which was not statutory register of Form 'X' meant for temporary workman and the said register did not bear the signature of any staff or officials of the colliery. It has also been said that the concerned workman prepared the statement of information in dishonest and fraudulent manner without explaining the method of preparation of the same to the higher authorities. Similarly it is said that the concerned workman prepared another statement of 35 persons in the same way i.e. without examining the petition and by doing manipulation of attendance to show more than 75 days attendance for the years 1971 and 1972 alongwith removing the Form 'B' numbers as a result 35 more persons were taken into employment as Badli Miner/Loader. Thus fully depending upon his statement particulars, 45 persons were taken in employment of BCCL. Further the case in that Form 'B' Registers which were under the custody of the concerned workman were lost and he did not report about missing of those registers and thus in view of all the aforesaid he failed to maintain devotion to his duties, absolute integrity on his part and conducted in a manner which failed to enhance the reputation of the Company and accordingly his misconduct amounted to misconduct under Clause 18(a) of the Model Standing Order of the colliery. It is said that when the chargesheet was served upon the concerned workman he gave reply but the same was not found to be satisfactory and the enquiry was held during which he was given full opportunity to defend himself and ultimately in the said enquiry he found to be guilty of those charges and thereafter by order of disciplinary authority he was dismissed from his service. Lastly it has been said that the dismissal of the concerned workman was perfectly justified and he is not entitled to any relief whatsoever.

In its rejoinder to the workman's written statement also several averments made therein have either been denied or controverted and it has been stated that the concerned workman has rightly been punished for inducting 45 outsiders into service. The statement has also been made to the effect that out of the two officers, namely A.D. Shukla and B.P. Yadav who were also held responsible for the misconduct, A.D. Shukla was reverted from the post of Dy. C.P.M. to P.M. and action could not be taken against B.P. Yadav as he had already retired by that time.

4. Before proceeding ahead to make discussions it is significant to point out at the very outset that during the pendency of the present reference the issue of fairness of domestic enquiry was taken up as preliminary issue and after affording opportunities to both the sides to lead evidence the same was finally decided by order

18-12-2000 and by the said order the domestic enquiry was held to be fair and proper.

In view of the aforesaid developments now the only question which is left to be decided is whether the enquiry report on the basis of which order of dismissal was passed by the disciplinary authority can be held to be unjustified, illegal and perverse and whether the same requires any interference by this Tribunal or not.

5. Firstly it would be apt to take note of some of the contents of the chargesheet (Ext.M-1) which was served upon the concerned workman. As per the said chargesheet while preparing the statement of previous employment particulars for 45 old temporary workers in a fraudulent and dishonest manner during the year 1981, the concerned workman committed following acts of misconduct.

- (a) He failed to maintain his integrity.
- (b) He failed to maintain devotion to his duty.
- (c) He conducted himself in a manner which failed to enhance reputation of the company.
- (d) He acted in a manner prejudicial to the interest/image of the company.
- (e) He failed to discharge his duties with regard to his official document or part thereof of the office in his custody.

The aforesaid charges, as per the said chargesheet were based on four imputations/allegations, the details of which were described therein. Precisely, out of those four allegations, the allegation No.1 was with respect to not examining the joint representation of the applicants and furnishing certain informations on the said petitions to the superior authorities, the allegation No. 2 was in regard to not examining the contents of the said petitions and preparing the employment particulars for 11 persons by including therein at his own accord, four fresh names which were not mentioned in the joint representation and taking attendance from bonus pay-sheet which is not statutory record meant for temporary workman. Further, tampering and manipulating the attendance in respect of ten workers to show that they served for more than 75 days. Allegation No. 3 was for preparing another statement of 35 persons on the same fraudulent and dishonest manner and also by removing the Form 'B' numbers by using chemical in the original statement which was forwarded and the allegation No. 4 was with respect to making Form 'B' Register traceless which was in his custody in order to show that there was no existence of Form 'B' and remaining silent about two years and not reporting the missing of the same to the senior officer. Lastly it is mentioned that all the above amount to acts of misconduct punishable under Sec. 18(a) of Industrial Employment (Standing Orders) applicable to coal mines

and which speaks about theft, fraud or dishonesty in connection with the employer's business or property.

6. Having gone through the enquiry report (Ext. M-4) submitted by the Enquiry Officer of Central Vigilance Commission, it appears that, out of four imputations or allegations only allegation No.1 was found to be established and the rest three allegations, precisely mentioned above, were held to be not established. So for the present quite obviously we are concerned only about the findings which were arrived at on allegation No. 1 in the said enquiry report in order to find out as to how far the same can be held to be justified based on materials on record.

As allegation No. 1 contained in the said chargesheet remains to be the only allegation the finding arrived at on which requires scrutiny or consideration, it would be just and proper to re-produce the details of the same as incorporated in the said chargesheet before proceeding further to make discussions in the light of materials on record :

"You while working as clerk under Sri D. Jha, the then personnel Officer and Sri A.P. Gupta, the then Supdt. of Murulidih Colliery during the year 1981 did not examine the joint representation of Sri Ram Lal Mandal Sri Rohan Roy and others claiming therein, as if they were regular loaders, remaining absent due to the ill health from duty for sometime and did not draw their legal dues such as gratuity, P.F. etc. and in their support they had mentioned in their representation letter No. MLD/PO/1406/80 dated 23-9-80 as issued by the Supdt., Murulidih Colliery earlier, forwarding their such grievances to the Personnel Manager, Mohuda Area with his recommendation.

Shri A.D. Shukla the then Personnel Manager, Mohuda Area forwarded the said representation to your colliery Superintendent on 21-2-81 with his remark and indicating columns of proforma for certain information on the said petition which were to be furnished to him by your colliery Supdt., Sri D. Jha the then Personnel Officer instructed you for preparing the details as required on special requisition of one Sri Gulu Babu, an outsider."

So far as aforesaid allegation is concerned in reply to the said chargesheet furnished by the concerned workman (Ext M-2) at page 2 in para 3 it has been mentioned that the concerned workman had not seen any representation letter No. MLD/PO/1406/80 dated 23-9-80 (S-2/1 and S-3) as issued by the Superintendent, Murulidih Colliery as referred to in the chargesheet. Further, it was stated therein that the concerned workman had not seen any so-called joint representation of Ramlal Mandal, Rohan Roy and others (S-2) and he was also not aware

that the so-called representation was forwarded by A.D. Shukla, the then Personnel Manager, Mohuda Area to the Supdt. of Murulidih Colliery on 21-3-1981 or with any remark. It has further been stated that the factual position which relates to the concerned workman is that in regard to 11 persons a list of names was given to him by U. Khan, Welfare Officer Trainee and he also indicated the column in which statement should be prepared although the concerned workman was not concerned with that matter. It has been said that the statement prepared by him was duly signed by said U. Khan, D. Jha, P.O. and A.P. Gupta, Manager and they all were satisfied with the correctness of the statement. Thereafter the statement has been made that there was absolutely no question of the concerned workman examining the contents of the so-called petition as no such petition was shown to him as already stated above and he was only required to prepare the details of 11 persons as per a list given on a white sheet by U. Khan, Welfare Officer Trainee.

It is thus obvious from the above that in his reply to the chargesheet the concerned workman came forward with a specific and categorical statement that neither he had seen any letter dated 23-9-80 (S-2/1 and S-3 which are same) nor the joint representation of Ramlal Mandal and others (S-2) nor even he was aware of the fact that such representation was forwarded by A.D. Shukla, the then Personnel Manager to the Supdt. of Murulidih Colliery on 21-3-81 or with another remark. He has further specifically stated that there was no question of any examination of the contents of so-called petition as no such petition was shown to him and he was simply required to prepare the details of 11 persons as per list given on a white sheet by U. Khan, Welfare Officer Trainee and he accordingly prepared the same.

7. However, in the defence brief dated 7-5-91 (Ext. M-8) submitted in respect of the concerned workman in the enquiry proceeding in the very first para it was mentioned that during the material time the concerned workman was working as Leave Clerk in Murulidih Colliery and was directed by the P.O., D. Jha, to prepare a statement in respect of some long absenting miners/loaders. Ex-S(2) and by Sri J.U. Khan, W.O. (T) in Ext. S(8) incorporating certain service details indicated by the Personnel Manager in the body of representation made by the said miners/loaders. It is apparent from such statement being made that the concerned workman was not simply asked by J.U. Khan, W.O. (T) rather he was directed by D. Jha, P.O. also to prepare a statement in respect of some long absenting miners/loaders. Apart from this, the mention of Ext. S(2) and S(8) was also made and it was further mentioned that the same incorporated certain service details indicated by the P.M. in the body of said representation. So here it is obvious that the said representation containing endorsement made by the

Personnel Manager regarding service details was very much seen by the concerned workman otherwise he would not have made such a statement. Therefore such statement being made are quite contradictory to the earlier statement made in reply to the chargesheet. In the defence brief there is no mention about preparation of the details of the 11 persons as per list given on a white-sheet by J.U. Khan, W.O. nor there is any statement about not seeing any representations or letters by the workman.

The statement of the concerned workman recorded during the enquiry also forms part of the record. Several questions were put to him and one of those was to the effect whether after having been given the petition (Ext. S-2) for preparation of the statement, the concerned workman had checked all the 21 names from the registers or not. In reply to that the concerned workman stated that he had checked 21 names and out of that he could get the names and attendance in respect of six applicants only whose names he had given. He has thereafter made further statement but atleast from the above it is apparent that he had seen the petition (Ext. S-2) and according to him, he had checked and verified those names from the registers available with the management. So this statement is again contradictory to the statement made in reply to the said chargesheet submitted by him and to some extent it corroborates the statement given by him in his defence brief.

In short, it is apparent from the above that when the matter pertaining to the misconduct cropped up the concerned workman came out with conflicting version from time to time presumably out of desperation to defend himself in the best possible manner and for the purpose of saving his skin. In the circumstances as noticed above it is no more available for the concerned workman to come out with the plea that he had not seen any representation or letter rather he was simply furnished a list of names by U. Khan, Welfare Officer on a white sheet for preparing a statement in respect of those persons. Rather it can only be concluded that he was well aware of those facts and representations and he had seen them also which incorporated the necessary details which were required to be furnished by him in respect of 21 applicants, who had represented for providing employment.

As seen above, now the allegation against him is that he did not care to verify the contents of the said representation or deliberately over-looked the same with dishonest intention. It is needless to give the details of the allegation as the same has already been quoted above.

8. From the materials on record it is apparent that a joint petition dated 'nil' was received from Ramlal Mandal and Rohan Roy and 21 others in the office of General Manager, Mohuda Area (Ext. S-2) which was marked to Superintendent of Murulidih Colliery by A.D. Shukla, the then P.O. on 21-2-81 asking for certain particulars under 7

heads. Upon the said petition certain endorsements were also being made by D. Jha, Colliery Personnel Manager directing the concerned workman for preparing statement accordingly.

It is worthwhile to mention that in the said representation or petition (S-2) the applicants had mentioned that they had been working as loaders and worked as such after taking over of the colliery, but due to their ill health they remained absent from duty for sometime. They further mentioned therein that they had not withdrawn their legal dues, such as, Gratuity, P.F. etc. and for that the Superintendent, Murulidih Colliery had already sent a letter No. MLD/PO/1406/80 dated 23-9-80 alongwith recommendation [Exts. (S-2/1) and (S-3)] that they had not drawn their legal dues. They thereafter prayed therein for allowing them to work as loaders at Murlidih or Murlidih 20/21 Pts colliery. Having gone through Ext. S-2/1 and S-3 the reference as regards which was made in the aforesaid representation petition, (S-2), it appears that the aforesaid statement made regarding recommendation made by the aforesaid authority in case of the concerned workmen was absolutely wrong statement as the 11 names appearing in Ext. S-2/1 and S-3 are quite different and the name of none of the applicants of the said petition (S-2) is mentioned in the said letter sent by the Supdt. of the said colliery to the Personnel Manager, Mohuda Area. Even as regards those 11 persons it is mentioned therein that none of them qualified for gratuity and only four applicants qualified for provident fund whose Provident Fund Numbers are given against their names but they have not drawn their provident fund.

The Enquiry Officer in his enquiry report (Ext. M-4) has termed the aforesaid as glaring irregularity which ought to have been checked and verified by the concerned workman who had been called upon to prepare, after verifying and scrutinising, the statement with the help of the records available with management and the same should not have escaped the concerned workman's notice, rather the same could not have escaped the notice of any person of ordinary prudence. He has further observed that the concerned workman while furnishing information in reply ought to have pointed out that the claim of the applicants was false and he ought to have touched upon this issue whether they were eligible for gratuity, Provident Fund as claimed by them and having found the said statement to be incorrect, the simplest thing would have been to refer back the said matter to the Headquarters with the endorsement that the claim of the applicants was not sustainable. The Enquiry Officer thereafter has observed that not examining a false/wrong claim and not bringing out inherent inconsistencies and falsehood in the documents to the notice of the superiors amounts to suppressing vital information which can reasonably be construed as something done with not a bonafide

intention. He further observed that not checking the irregularities and suppressing material facts, lead to failure to maintain devotion to duty and also failure to maintain integrity. Ultimately he held the said allegation or imputation as established.

In view of the circumstances involved as also considering the materials collected in course of the enquiry proceeding, the aforesaid conclusion arrived at by the Enquiry Officer does not appear to be improper or uncalled for so as to warrant any interference.

It is true that the concerned workman was designated as Leave Clerk during the relevant period but at the same time it stands undenied that he was directed by his superior officer for preparing a list or furnishing certain particulars under the 7 heads concerning the applicants who had submitted representations (S-2) and the necessary endorsement in that regard alongwith particulars required was made on the said representation itself by those high Officials. As he had been entrusted with an important work and when the said representation or application was very much available with him then it was expected of him to verify the correctness of the statements also made in the said application before proceeding further to furnish the details. Had he been so vigilant he could have easily detected the flashood resorted to by the applicants. They had mentioned about a letter which does not speak about any of them much less about any recommendation made in their favour.

Firstly, as per the applicant if being a Leave Clerk it was not his duty to perform the said job also which was assigned to him then he could have made protest or could have refused to do the same as there were other clerks also working there. Secondly, if he could not dare to decline or turn down the direction of his superiors then in course of verifying statement with the help of available records, upon detecting the aforesaid wrong/false statement made in the application, he could have easily brought the same into the notice of his superiors or could have sent back the said representation with necessary endorsement. When nothing of that sort was done and if he came out with conflicting version as noticed above when he was saddled with charge of misconduct then certainly there is nothing wrong if out of the said conduct on the part of the concerned workman the Enquiry Officer has gathered or inferred his dishonest intention and his failure to maintain devotion to duty and to maintain integrity.

It has been urged on behalf of the concerned workman that those high-ups who had got absolute complicity in the commission of mis-conduct, due to which 45 persons were taken wrongly into the employment causing a lot of embarrassment to the management, have been conveniently spared and it is only the concerned workman who has been made a scape-goat and who was inflicted the extreme punishment of dismissal.

In the aforesaid context, it is indicated that simultaneously some of the aforesaid officials had also been proceeded against after furnishing chargesheet against them as well. Though the documents in that regard have not been filed in this reference but in his written argument submitted as also in course of his argument the learned counsel appearing on behalf of the management has brought it to the notice of this Tribunal that on the recommendation of Chief Vigilance Officer, S.K. Sinha the then General Manager was forced to resign, A.D. Sahukla, P.M. was censured and demoted, D. Jha, P.O. was awarded punishment of stoppage of increment with cumulative effect and A.P. Gupta was also censored. In the written statement-cum-rejoinder filed on behalf of the management also some statement to that effect has been made which has already been mentioned above. The aforesaid statement made on behalf of the management were not controverted or challenged from the side of the concerned workman. Even if those officials against whom also the imputations were made by the Enquiry Officer would not have been proceeded against or would not have been fastened with the liability for the misconduct then in that event also in no way the same could have minimised the gravity of the charge against the concerned workman and merely on that count he could not have been exonerated of the charge levelled against him particularly upon finding the said charge to be established or proved.

It is well settled and in a recent decision of Hon'ble Supreme Court also reported in 2001 Lab. I.C. page 2122, it has been held that if the misconduct stands proved and by reason of gravity of offence the Labour Court cannot substitute the finding and confidence of the employer with that of its own by allowing reinstatement and cannot exercise its discretion and alter the punishment. One another decision of the Hon'ble Supreme Court is further significant to be taken note of and that is reported in 1997 SCC (L & S) 1486. It has been held therein that it is not for the Court to examine sufficiency of evidence and correctness of conclusion drawn in departmental enquiry though it may be possible to arrive at a different conclusion.

So far the instant case is concerned it is reiterated that the conclusion arrived at in the enquiry report based on the materials on record does not require any interference and there is no perversity on the face of it which calls for any interference.

9. It has also been urged on behalf of the concerned workman that punishment of dismissal as awarded is quite disproportionate to the gravity of offence and so a lenient view may be taken and the same may be modified or altered. As far as the circumstances of the present case is concerned and also considering the nature of allegation which has been held to be established or proved, there

does not appear to be any reason for any interference in the matter of alteration or modification of the punishment. Moreover, there are catena of decisions wherein it has been held that any interference in the aforesaid regard should be made only when the punishment awarded is shockingly disproportionate to the gravity of misconduct as alleged. In the instant case I am of the view that the punishment which has been awarded cannot be taken to be shockingly disproportionate to the gravity of proved misconduct and consequently no interference even in the aforesaid regard is required.

Thus, in view of all the aforesaid considerations and discussions it is finally concluded that the action of the management in dismissing the concerned workman cannot be held to be unjustified and consequently the concerned workman is not entitled to any relief whatsoever.

10. The award is, thus, rendered as hereunder :

The action of the General Manager, Mohuda Area of M/S.B.C.C. Ltd. in dismissing the concerned workman, Farid Ansari, Leave Clerk, Murlidih Colliery w.e.f. 5-5-1992 is justified. The concerned workman is not entitled to any relief whatsoever.

Considering the circumstances of the case there would be no order as to cost.

S.H. KAZMI, Presiding Officer.

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 226/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-02 को प्राप्त हुआ था।

[सं. एल-20012/351/2001-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th September, 2002

S.O. 3177.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 226/2001) of the Central Government Industrial Tribunal I, Dhanbad now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-9-2002.

[No. L-20012/351/2001-IR(C-1)]

S. S. GUTPA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. I, DHANBAD

In the matter of a reference under sec. 10(1)(d)(2A)
of the Industrial Disputes Act, 1947

Reference No. 226 of 2001

Parties : Employers in relation to the management of
Sijua Area of M/S. B.C.C. Ltd.

and

Their Workmen

PRESENT :

Shri S.H. Kazmi, Presiding
Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri C. M. Sharma, Secretary
Rashtriya Colliery Mazdoor
Sangh.

State : Jharkhand. Industry : Coal.

Dated, the 19th August, 2002.

AWARD

By Order No. L-20012/351/2001/I.R. (C-I) dated, the 10th October, 2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the Management of BCCL in not regularisation of Shri Shyam Narayan Singh as Auto Fitter Helper is justified? If not, to what relief is the concerned workman entitled and from what date?”

2. A memorandum of settlement has been filed duly executed by the representatives of both the sides and it has been jointly submitted that the parties have already settled their dispute amicably out of the Court and as such the dispute is no longer in existence for being adjudicated.

3. In view of the aforesaid developments this reference is disposed of in terms of the said settlement which appears to be fair and proper. The memorandum of settlement shall form part of the award.

S. H. KAZMI, Presiding Officer

By : _____

The Presiding Officer

Central Govt. Industrial Tribunal-I
Dhanbad

Ref. case No. 226/2001

Order No. L-20012/351/2001-IR (C-I) dt. 10-10-2001

Parties

Employer in relation to the management of
Kankanee colliery under Sijua Area of M/s. BCCL
AND

Their workman

PETITION FOR SETTLEMENT

The joint petition of settlement on behalf of the employer/management and union/their workmen namely Shri Shyam Narain Singh, Kankanee Colliery respectively sheweth :—

(1) That the Central Government, Ministry of Labour vide above order has referred the present matter to this Hon'ble Tribunal for adjudication with the following schedule.

“Whether the management of M/s BCCL in not regularising Sri Shyam Narain Singh as Auto Fitter helper is justified? If not to what relief is the concerned workman entitled and from what date?”

(2) That the employer/management and union of the workman concerned for good and harmonious industrial relation discussed the above dispute between themselves and arrived at a settlement on the following terms and conditions :—

TERMS OF SETTLEMENT

(A) It was mutually and amicably agreed and settled that the workman namely Sri Shyam Narain Singh, S.D.L. Mazdoor Category-I (one) shall be regularised as fitter helper in Category-II (Two) with immediate effect.

(B) It has been further agreed that this settlement resolves all the disputes between the party full and final with nothing as unfulfilled.

(C) It has been also agreed that copies of the settlement duly signed by the parties would be filed before the Tribunal for Award.

Management representative	Union representative/ workman
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(1) Sd/- G. M. Sijua Area	(1) Sd/- C.M. Sharma
(2) Sd/- Dy. C.P.M. Sijua Area	(2) Sd/- स्वामी नारायण सिंह
(3) Sd/- N.P. Singh, P.M. Sijua Area)	

Witnesses :

(1) विश्व माध मल्लाह

(2) लखन महतो

That the thus in view of the above settlement this Tribunal may kindly graciously pleased to pass Award accordingly.

In this the employer/management and the workman shall ever pray.

Sd/- Sd/- श्याम नारायण सिंह
Employer/management Workman
General Manager
B.C.C. Ltd. Part of the award.
Sijua Area

Witnesses :—

(1) Sd/- विश्व नाथ मल्लाह

(2) Sd/- लखन महतो

S. H. KAZMI, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 133/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2002 को प्राप्त हुआ था।

[सं. एल-20012/508/94-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 9th September, 2002

S.O. 3178.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/95) of the Central Government Industrial Tribunal I-Dhanbad now as shown in the annexure in the Industrial Disputes between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 5-9-2002.

[No. L-20012/508/94-IR(C-1)]

S. S. GUTPA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under sec. 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 133 of 1995

Parties : Employers in relation to the management of Bhowra (N) Colliery of M/S. B.C.C. Ltd.

AND

Their Workmen.

Present : Shri S.H. Kazmi,
Presiding Officer.

Appearances :

For the Employers : Shri D.K. Verma, Advocate.

For the Workman : Shri P.M. Prasad, Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 19th August, 2002.

AWARD

By Order No. L-20012/508/94IR(Coal-I) dated the 4/5th December, 1995 the Central Government in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the Union for regularisation of Shri Harish Chandra Thakur as Fitter/Driller by the management of Bhowra (N) UG Mines of M/s. BCCL is legal and justified? If so, to what relief is the concerned workman entitled?”

2. A memorandum of settlement has been filed duly executed by the representatives of both of the sides and it has been jointly submitted that the parties have already settled their dispute amicably out of the Court and as such the dispute is no longer in existence for being adjudicated.

3. In view of the aforesaid developments this reference is disposed of in terms of the said settlement which appears to be fair and proper. The memorandum of settlement shall form part of the award.

S. H. KAZMI, Presiding Officer

Memorandum of settlement arrived at between the management of E.J.A. M/s. BCCL at & PO, Bhowra (Dhanbad) and their workman namely Sri Harish Chandra Thakur, Fitter, Helper of Bhowra (North) UG. Mines.

Representing the Management : Representing the Union.

1. Sri R.P. Srivastava, P. M(L).

1. Sh. Harish Chandra Thakur, Fitter Helper.

2. Sri K.K. Singh, P.M(Estb.).

2. Shri Gupteshwar Nath Mishra, Area President, DCKS, E.J. Area. Bhowra.

SHORT RECITAL OF THE CASE

Sri Harish Chandra Thakur, Fitter Helper, Bhowra (North) UG. Mines raised an ID for his regularisation as Fitter on the plea that he had been working for the last 5 years, whereas his colleagues were regularised since long. The above noted ID was registered as 1/106/92/E-5

dated 4-5-92. The conciliation ended in F.O.C. and subsequently was referred to the CGIT No. 1 Dhanbad on the following terms of reference

“Whether the Management of Bhowra (North) UG. Mines of M/s. BCCL in not regularising Sri Harish Chandra Thakur as Fitter/Drillmen is justified? If not to what relief the concerned workman is entitled?”

The above dispute was numbered as 133/95 and the said dispute is still pending.

DCKS took up the matter with the appropriate authority and after deliberation, the Competent Authority accorded approval for promotion as Fitter on the following terms & conditions —

1. Sri Harish Chandra Thakur will be promoted as Fitter in Cat. IV from Dec.95.
2. Notional fixation and fitment will be given as per to his counter-part who was promoted in the month of Dec.95.
3. He will not claim for any back wages whatsoever, arising out of notional fixation.
4. The union will submit its application the Presiding Officer for declaring “No dispute Award” within a week.
5. Financial benefit will accrue with immediate effect.

K. K. Singh H.C. Thakur

Personnel Manager (Estb) Fitter Helper.

R. P. Srivastva
Personnel Manager (L).
Gupteshwar Nath
Mishra,
Area President,
DCKS,
E. J. Area. Bhowra.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (औद्योगिक विवाद 5/2002 धारा 33 ए के अंतर्गत औद्योगिक विवाद संख्या 5/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-9-2002 को प्राप्त हुआ था।

[सं. एन-22025/3/2002-आई.आर. (सी-II)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th September, 2002

S.O. 3179.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-LC, Bhubaneswar (I.D. Misc case No. 5/2002 filed under Section 33-A in the matter of I.D. No. 5/2002) as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Archaeological Survey of India and their workmen, which was received by the Central Government on 09-09-2002.

[No. L-22025/3/2002-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

SHRI S. K. DHAL, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE MISC. CASE NO. 5/2002

Date of conclusion of hearing—1st Aug. 2002

Date of Passing Order—23rd Aug. 2002

BETWEEN :

1. Shri Ajaya Kumar Pattnaik.
2. Shri Sarat Khuntia.
3. Shri Nilamani Bhoi.
4. Shri Nirmal Nayak.
5. Shri Suryanarayan Barik.
6. Shri Abhimanyu Nayak.
7. Shri Rabindra Kumar Sili.
8. Shri Sukanta Behera.
9. Shri Bharat Kr. Mohanty.
10. Shri Jambeswar Das
11. Shri Gurubari Sethi.
12. Shri P. Manguli Rao.
13. Shri Ratnakar Srichandan.
14. Shri Kalandi Mohapatra.
15. Shri Jaladhar Srichandan
16. Shri Damodar Moharan
17. Shri Dasarathi Palai.
18. Shri Lalit Mohan Ojha.
19. Shri Sarat Kr. Pradhan.
20. Sk. Sahaduttullah.

21. Shri Dhobarram Swain.
22. Shri Dhruba Dash.
23. Shri Ashok Kr. Behera.
24. Sk. Yakub Ali.
25. Shri Jatindra Dash.
26. Shri Jayakrushna Behera.
27. Shri Ranjan Barik.
28. Shri Binay Pattnaik.
29. Shri Babuli Rout.
30. Shri Chitrasena Mohanty.
31. Shri Gurendra Bhoi.
32. Shri Bipin Batu.

The Superintending Archaeologist,
Archaeological Survey of India,
Bhubaneswar Circle,
Old Town, Bhubaneswar. ... Opp. Party.

Appearances :

Shri Ajaya Kumar Pattnaik. ... For the
Petitioners.

Shri B.C. Malik, Administrative Officer,
Archaeological Survey of India. ... For the
Opp. Party.

ORDER

This Misc. case arose on the application filed by the petitioner under section 33-A of the Industrial Disputes Act. 1947.

2. The case of the petitioners is that they are some of the disputants in the reference made by the Ministry of labour, Government of India, which was registered as Industrial Dispute Case No. 87/2001. In that case, they have claimed temporary status. Reference has been made as to whether the action of 1st Party-Management (Opp. Party) by not giving temporary status to the casual workers those who have fulfilled the criteria for temporary status is justified? When the reference is pending for disposal the Opp. Party has disengaged them without complying the Section 33 of the Industrial Dispute Act. So, according to the petitioners, their disengagement is illegal, unjustified and contrary to the principle of natural justice. They have stayed their reinstatement

3. The Opp. Party in their Show Cause has admitted the engagement of the petitioners and their disengagement. The plea that was taken by the Opp. party is that, the disengagement of the petitioners have been made as per the direction of the competent authority because the petitioners were directly involved in the recent happening of the office of the Opp. Party.

4. One of the petitioners has been examined in this case. No evidence has been adduced on behalf of the Opp. Party.

5. Admittedly a reference bearing Industrial Dispute Case No. 87/2001 is pending between the parties. Reference has been made as to whether the action of the 1st Party-Management (Opp. Party) by not giving temporary status to the casual workers those who have fulfilled the criteria for temporary status is justified? The petitioners are the party to the said reference. Admittedly the petitioners have been disengaged from the engagement. No permission has been obtained from the competent authority of the Opp. Party for disengaging the petitioners.

6. Reference may be made to the case of the Bhavnagar Municipality and Alibhai Karimbhai and others, reported in 1977(1) LLJ 407. In that case, it has been held that, retrenchment may not, ordinarily, under all circumstances, amount to alteration of the conditions of service. But whenever the subject matter being directly connected with the conversion of the temporary employment into permanent, tampering with the status *quo ante* of these workers is a clear alteration of conditions of their service. In case of Orissa Oil India Mazdoor Union and Others and Union of India and Others, reported in 1992(1) LLJ 414, it was held that, four conditions are required to be proved when an application is filed under Section 33-A of the Industrial Dispute Act. Those are :

1. There must be a dispute pending.
2. The workman is concerned in that dispute.
3. There is a prejudicial of alteration of service condition.
4. Such alteration should be in regard to any matter connected with the pending dispute.

If those conditions are available, without express permission of the authority concerned in writing it was not open to employer to effect disengagement. In the present case, a dispute is pending between the parties, the petitioners are concerned to that dispute, the petitioners have been refused engagement that means there is prejudicial of alteration of service condition and that alteration is connected with the pending dispute. Admittedly no permission has been obtained by the Opp. Party from the competent authority to refuse engagement to the petitioners. In the Industrial Dispute Case the petitioners have claimed for temporary status. That condition of the employment, however insecure, must subsist during the pendency of the dispute before the Tribunal and can not be altered to their prejudice by putting an end to that temporary condition and this could have been done only with the express permission of the Tribunal.

7. After careful consideration of the material on record and after hearing of both the parties, I am of the

opinion. that the action of the Opp. party refusing engagement to the petitioners when the dispute is pending is not justified and legal. The petitioners are entitled to continue in the engagement.

8. The Misc. case is allowed on contest. The action of the Opp. Party refusing engagement of the petitioners is declared as illegal and unjustified. Opp. Party is directed to re-engage the workers till the disposal of the original Industrial Dispute, i.e. I.D. case No. 87/2001 which is pending before this Tribunal.

9. This order is pronounced today. Copy of the Order is sent to the Ministry of Labour, Government of India for gazette notification as required under the Act

S. K. DHAL, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3180.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली (संदर्भ संख्या 92/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-09-2002 को प्राप्त हुआ था।

[सं. एल-42012/85/2001-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th September, 2002

S.O. 3180.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 09-09-2002.

[No I-42012/85/2001-IR(C-II)]

N. P. KESVAN, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI
PRESIDENT OFFICER : SHRI B. N. PANDEY

I D No. 92/2001

Smt. Kamlesh,
through the General Secretary,
C. P. W. D. Mazdoor Union,
E-26 (Old Qtr.) Raja Bazar,
Baba Kharak Singh Marg,
New Delhi-110001.

Workman

Versus

The Director General Works,
C.P.W.D.
Nirman Bhawan,
New Delhi-110001.

---Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L. 42012/85/2001 (IR/CM-II) dated 5-12-2001 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether Smt. Kamlesh can claim employment on compassionate ground as wife of Late Shri Chidda Singh, Ex-Mali of Horticulture Department Divn. I, CPWD New Delhi and also claim for terminal benefits ? If yes, to what relief and benefits she is entitled to?”

2 This reference was received and registered on 26-12-01 and notice to parties was issued for 22-3-2002. Since 22-3-2002 till today none appeared in this case. It appears that the workman is not interested in prosecuting her case. Hence no dispute award is passed in this case leaving the parties to bear their own costs.

Dated : 29-8-02

B. N. PANDEY, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का.आ.3181.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शिपिंग कार्पोरेशन आफ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/50 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-42012/217/98-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/50 of 99) of the Central Government Industrial Tribunal/Labour Court No. II, Mumbai now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Shipping Corporation of India Ltd. and their workman, which was received by the Central Government on 10-9-2002.

[No I-42012/217/98-IR(DU)]

KULDIP RAY VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT

S. N. SAUNDANKAR Presiding Officer

Reference No. CGIT-2/50 of 1999.

Employers in relation to the Management of
The Chairman, Shipping Corporation of India Ltd.,
The Chairmen, Shipping Corporation of India Ltd.,
Shipping House,
245 Madam Cama Road,
Mumbai 400 021.

AND

Their Workman

Sh. Hansa Dutt Joshi, Chuni Lal
Dube Ki Chawl,
S. N. Dubey Road,
Rawalpada, Dahisar,
Mumbai 400 068.

Appearances :

For the Employer : Mr. R.S. Pai, Advocate.

For the Workman : Mr. I. A. Engineer,
Advocate.

Mumbai dated 7th August, 2002

AWARD

The Government of India Ministry of Labour by its Order No. L-42012/217/98/IR(DU) dttd. 22-02-99/4-3-99 in exercise of the powers conferred by clause (d) of sub-section (1) and 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Shipping Corporation of India Ltd. in terminating the services of Mr. Hansa Dutt Joshi is legal and justified? If not, to what relief the workman is entitled?”

2. According to Hansa Dutt Joshi he was engaged as Hamal by the Shipping Corporation in the Administrative Department, Mumbai on 20-5-86 and thereafter he was transferred to purchase department at the godown of the Corporation at Sewri. By way of Statement of Claim (Ex-8) Joshi averred that he was a daily rated worker on Rs. 20/- per day. He worked more than 240 days in the Corporation. However, he has not been regularised though his juniors large number daily rated employees, similarly situated were made permanent. It is his contention that the work in the Corporation is perennial and continuous in nature and that his services were essential to the Corporation. However, suddenly without any prior notice he was stopped from work by recruiting fresh Hamal. He averred that he wrote

number of letters to the Corporation dttd. 6-7-88, 12-4-89, 15/10-90. However, he was kept on assurances and on 25-3-91 he was orally told that his file has not been cleared and therefore he could not be provided work. It is contended he has been discriminated by regularising his juniors, therefore he had complained of unfair labour practice in the State Industrial Labour Court Bearing No. (U P.) 729 of 1991 which was disposed of on 14-12-95 by the court holding appropriate Government in respect of Corporation is the Central Government. Therefore he had raised dispute before A.L.C. (C) but in vain. It is the contention of Joshi that the management be directed to reinstate him as Hamal/regularise his services as Hamal and pay him full back wages.

3. Management Shipping Corporation resisted the claim of Joshi by filing Written Statement (Exhibit-9) contending that the reference is not maintainable as it has not been espoused by the number of workman under the definition of Section 2(k) of the Industrial Disputes Act. It is further contended that Joshi does not fall in the category of ‘workman’ as defined under Section 2(s) of the Industrial Disputes Act, as he was a self-employed person and that there was no contract between him and the Corporation. Corporation denied that Joshi was engaged as Hamal on 20-5-86. It is their contention that he was engaged purely on casual basis as a coolie, he was paid charges daily on day-to-day basis. Corporation contended that Joshi did not work 240 days as alleged. Corporation denied any discrimination made in respect of Joshi. For all these reasons Corporation prayed for dismissal of the claim of Joshi.

4. On the rival pleadings of the parties my Learned predecessor framed issues (Exhibit-11) and in that context Hansa Dutt Joshi filed affidavit in lieu of Examination-in-Chief (Exhibit-17) and closed evidence, orally. Management filed affidavit of Mr Behram Jamshed Mistry, Deputy Manager (Exhibit-23) and closed evidence vide purshis (Exhibit-25).

5. Joshi filed written submissions (Exhibit-27) with copies of rulings and the management (Exhibit-28) On hearing the Learned counsels for both the parties and perusing the record and the written submissions I record my findings on the following issues for the reasons stated below :

Issues	Findings
1. Whether it is true that Hansa Dutt Joshi was in continuous employment of the management as contemplated under Section 25B of the Industrial Disputes Act of 1947 ?	No
2. Whether the reference suffers from laches?	No

3	Whether Mr. Joshi is not a workman within the meaning of Section 2(s) of the Industrial Disputes Act?	He is a workman	In Hindustan Antibiotics Ltd Vs. The Workman AIR 1967 SC 948 Their Lordship ruled :—
4	Whether the action of the management of the Shipping Corporation of India Ltd in terminating the services of Mr. Hansa Dutt Joshi legal and justified?	Management's action in connection with workman Joshi is legal and justified	“The Act is intended not only to make provision for investigation and settlement of industrial disputes but also to serve industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in a manner which advances object of the legislature contemplated in the statement of objects and reasons. While interpreting different provisions of the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end. In dealing with industrial disputes the courts have always, emphasised the doctrine of social justice which is founded on basic ideal of social economic equality as enshrined in the Preamble of our Constitution. While construing the provisions of the Act, the court have to give them a construction which should help in achieving the object of the Act.”
5	If not, to what relief the workman is entitled to?	As per order below	On going through the observations of the Lordships of the Apex Court in the above said decision in the light of the facts of the case, I find no substance in the submission of Mr. Pai that reference is not maintainable, as suffers from laches. Consequently issue No. 2 is answered in the negative.

REASONS

5. The Learned Counsel Mr. R.S. Pai for the management at the threshold submits that the reference suffer from inordinate delay and laches therefore it is not maintainable. It is seen from the record management though urged much on the point of delay and laches, remained silent in the Written Statement. Since law point can be urged at any stage if looked the evidence as whole, I hardly find substance in the above said submission. According the Joshi he was engaged on 20-5-86 on daily wages and was discontinued in May '87. however he was pursuing the management Corporation consistently and that in March '91 he was told that his file has not been cleared. Admittedly Joshi had Filed Complaint UIP No. 729 of 1991 before the State Industrial Tribunal and that on 14-12-95 on the application of the management, the State Tribunal held that Tribunal had no jurisdiction to entertain the complaint under the Unfair Labour Practice Act, as the appropriate authority was the Central Government and not the State Government. The Learned Counsel Mr. I.A. Engineer for Joshi submits that in the year September '97 Joshi had moved the A.L.C (C) however the Conciliation failed and consequently reference was received by this Tribunal therefore there was no delay on the part of Joshi. Their Lordships of the Supreme Court in catena of Judgments observed that delay and laches are to be considered on the facts of each case. Workers are of weaker section. The object of the Act is to improve the service conditions of the Industrial labour so as to provide them the ordinary amenities of life and by the process to bring about industrial peace which could on its turn accelerate productivity activity of the country resulting in its prosperity. Their Lordships of Supreme Court in *Ajaib Singh Vs. The Sirhind Co-operative Marketing cum Processing Service Society Ltd. & Anr.* JT 1999 (3) SC 38 observed :

“The Act was brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of social legislation providing and regulating the service conditions of the workers.”

On going through the observations of the Lordships of the Apex Court in the above said decision in the light of the facts of the case, I find no substance in the submission of Mr. Pai that reference is not maintainable, as suffers from laches. Consequently issue No. 2 is answered in the negative.

6. The second submission of the Learned Counsel Mr. Pai is that Joshi was a daily wage worker and that no contract of employment was entered between Joshi and Corporation and therefore he is not a 'Workman' under Section 2(s) of the Industrial Disputes Act. On persual the record and that Deputy manager of the Corporation Mr. Mistry in his evidence stated that Joshi was engaged as a daily wager in 1987 and that later on he stopped attending the work. The fact that Joshi worked, though as a daily wager, can safely be said to fall within the definition of Section 2(s) of the Industrial Disputes Act which speaks all those who are engaged to do work which is manual, technical, clerical or supervisory in nature are workman irrespective of the fact one is engaged as a temporary, permanent, daily wager in whatsoever category. Mr. Mistry admits in his cross examination para 10 that letters marked 'A' filed with Ex-24 collectively were signed by him and his senior Mr. Dayal which clearly indicate Joshi worked in the godown of the Corporation as hamal on daily wages. Therefore it is difficult to say that he is not a workman and no contract of employment was entered between him and the Corporation. It can very well be said that he is a workman within the definition of Section 2(s) of the Industrial Disputes Act, 1947 and resultantly issue No. 3 is answered accordingly.

7. The crucial point in the matter is whether Joshi worked continuously for more than 24- days and that he has been illegally terminated. According to workman he

worked 240 days in number of years however in cross examination para. 16 he has specifically stated that he was engaged as a daily wager on 22-5-86 and that one Pradhan discontinued him in May '87 as no work was available to him. Workman has filed annexure with the written submissions (Exhibit-27) mentioning therein the days he worked in the year 1986/87 totalling 300 days. At this juncture the Learned Counsel Mr. Pai submits that he has not worked continuously 240 days in a calendar year of 1986-1987 and assuming that he worked 240 days, merely on account of that he cannot claim relief of absorption. He has relied on *Madhyamik Shiksha Parishad Uttar Pradesh Vs. Anil Kumar Mishra & Ors.* 1994 ILLM 851.

8. The Learned Counsel Mr. Engineer inviting attention of this Tribunal to the rulings filed with the written submissions urged that, workman who has studied upto 6th standard aged 48 years would not in any circumstance disassociate from the work of a public sector and that under such circumstances it is the management who high handedly terminated him orally as there is an odd fight strong against weak and that there is a dearth of employment in our country. The Learned Counsel Mr. Engineer has quoted the observations of Their Lordships in *H.D. Singh Vs. Reserve Bank of India* AIR 1986 Supreme Court, pg. 132 wherein it is observed :—

“It has disturbed us to find that the appellant was denied job because he has become better qualified. Perhaps the Reserve Bank of India and its officers are not aware of the grave unemployment problem facing the youth of this country and also not aware of the fact that graduates, both boys and girls, sweep our roads and post-graduates in hundreds, if not in thousands, apply for the posts of peons. It has been our sad experience to find employers trying to stifle the efforts of employees in their legitimate claims seeking benefits under the Industrial Law by tiring them out in adjudication proceedings raising technical and hyper-technical pleas, Industrial adjudication in bonafide claims have been dragged on by employers for years together on such pleas. It would always be desirable for employers to meet the case of the employees squarely on merits and get them adjudicated quickly. This would help industrial peace. It is too late in the day for this court to alert the employers that their attempt should be to evolve a contended labour. We do not forget at the same time the fact that it is necessary for the labour also to reciprocate to prevent industrial unrest. In this case, for example, the Bank should have treated the appellant as a regular hand in List II. Instead the Bank has by adopting dubious methods, invited from us remarks which we would have normally avoided.”

The Learned Counsel Mr. Engineer relying on the said decision submits that workman Joshi was removed

and that it is not that he disassociated from the work.

9. Workman admits in his evidence that he was paid daily (@ Rs. 20/-). Mr. Pai submits that a daily wager is engaged on the basis of need of work and that disengagement of such temporary workers cannot be construed as retrenchment under the Industrial Disputes Act. He has relied on *Himanshu Kumar Vidyarathi & Ors. Vs. State of Bihar & Ors.* 1998 ILLJ pg. 15. According to the management witness Mr. Mistry workman worked upto 30-5-87 and thereafter stopped attending the work and that he was informed that the workman got employment as a TV salesman in T.V. Shop. Workman admits in his cross-examination para. 15 that he is working in TV show room and gets wages Rs. 2500/- per month. He had admittedly not given application for getting employment to Management Corporation, which support the contention of Mr. Mistry that workman disassociated from the work. Under the circumstances it is difficult to say that workman continuously worked more than 240 days in a year and that he was terminated.

10. It is in the evidence of workman para. 8 that he was discriminated in regularising, as hamals junior to him, viz. Kadam, Maske etc. were regularised. Management witness Mr. Mistry admits in cross-examination para. 9 that in the year 1989-90 Maske, Satam and Jai Singh were made permanent however he categorically denied that workman Joshi was senior to Maske, Satam and Jai Singh. Infact according to workman himself as seen from his cross-examination para. 16 he was engaged on 22-5-86 and that documents filed by the management with list (Exhibit-14/pg. 38) shows Maske was engaged in March '86 and Satam in January '85. That means workman Joshi was junior to them who joined in May '86, therefore hardly can be said that workman was discriminated on this ground.

11. On going through the evidence as a whole it is apparent that workman Joshi did not work continuously for 240 days as required under Section 2B of the Industrial Disputes Act, he was a daily wager worked as and when need arose and the circumstances show that he himself disassociated from the work as he got employment in TV show room therefore question of his termination by the Management Corporation does not arise. Since workman was a daily rated worker point as regards regularisation in view of the position, also does not crop up. Consequently he is not entitled to any relief as prayed and that issues 1, 4 & 5 answered accordingly and hence the order : —

ORDER

The action of the management in connection with workman Joshi is legal and justified and consequently he is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3182.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने रिचर्डसन एवं क्रुड्डास लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/11 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-42011/52/2000-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3182.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/11 of 2001) of the Central Government Industrial Tribunal/Labour Court No. II, Mumbai now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas Ltd. and their workman, which was received by the Central Government on 10-9-2002.

[No. L-42011/52/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. II, MUMBAI

PRESENT**S.N. SAUNDANKAR**

Presiding Officer

REFERENCE NO. CGIT-2/11 OF 2001

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

GENERAL MANAGER (P & A)

RICHARDSON & CRUDDAS LTD.

General Manager (P & A)

Richardson & Cruddas (1972) Ltd.

Mulund Works, L.B.S. Marg,

Mulund, Mumbai 400 080

AND

THEIR WORKMEN

The President,

Association of Engineering Workers,

252, Janta Colony,

Ramnarayan Narker Marg,

Ghatkopar (East),

Mumbai 400 077.

APPEARANCES:

FOR THE EMPLOYER : Mr. Suresh Chowdhary
Advocate.

FOR THE WORKMEN : Mr. Abhay Kulkarni
Advocate

Mumbai, dated the 26th August, 2002.

AWARD

The Government of India, Ministry of Labour by its Order No. L- 42011/52/2000/IR(DU), dtd. 27-12-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of M/s. Richardson and Cruddas Ltd., Mumbai in suspending Shri M.A. Vaidya Accounts Assistant from 21-3-95 and 22-3-95 and non-payment of salary from 7-2-95 to 23-2-95, and putting him suspension from 19-8-96 to 30-11-98 without awarding any punishment is legal and justified? If not, to what relief is the workman is entitled?”

2. Workman Vaidya was appointed as Accounts Assistant in the company at Mumbai in 1987. By way of Statement of Claim (Exhibit-4) union contended that the management company illegally suspended workman from 21-3-95, not paid him salary from 7-2-95 to 23-2-95. Management Company resisted the claim of union by filing Written Statement (Exhibit-9). By Rejoinder (Exhibit-10) union reiterated the recitals in the Statement of Claim denying the contentions in the Written Statement.

3. On the rival pleadings of the parties issues were framed at Exhibit-12 and today when the matter was fixed for hearing, the workman through his advocate filed pushis (Exhibit-13) mentioning therein that he has accepted VRS and received the amount under VRS and therefore the dispute does not survive. Since the union does not wish to prosecute the reference following order is passed :—

ORDER

Reference stands disposed of vide pushis (Exhibit-13) for non prosecution.

S.N. SAUNDANKAR, Presiding Officer

BEFORE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. II

Reference No. 11 of 2001

Richardson & Cruddas (1972) Ltd.

And

Shri M.A. Vaidya

MAY IT PLEASE THIS HON'BLE TRIBUNAL

The workman concerned here in above Mr. M. A. Vaidya has accepted VRS and has received the payments of amount of VRS. Hence there is no dispute between the parties. It is therefore prayed that 'No dispute' Award be passed.

Place : Mumbai

Dated : 26th August, 2002

(M. A. Vaidya)

Workman

(Abhay Kulkarni)

Advocate for Workman

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3183.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार अहमदाबाद टेलीकॉम डिस्ट्रिक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-40012/97/93-आई.अर. (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3183.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Ahmedabad as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Ahmedabad Telecom District and their workman, which was received by the Central Government on 10-9-2002.

[No. L-40012/97/93-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SMT. N.J. SHELAT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL) AT
AHMEDABAD

Ref. (ITC) No. 7 of 1994.

Adjudication**Between**

The General Manager,

Ahmedabad Telecom District,

Ramvilas Building,

Khanpur, Ahmedabad.

First Party.

vs

Shri Girishkumar Anthabhai Parmar,

Shankerpura Chawl.

Opp. : Silver Mill

Ahmedabad -21

Second Party.

Appearances : Shri P.I. Shah, learned advocate, for the First Party.

Shri V.K. Mashar, learned advocate, for the Second Party.

AWARD

This industrial dispute between Ahmedabad Telecom District, Ahmedabad and the workman Shri Girishkumar Anthabhai Parmar has been referred for adjudication to the Industrial Tribunal, Ahmedabad for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947 by the Desk Officer, Govt. of India, Ministry of Labour, New Delhi by his Order No. L-40012/97/93-IR(DU) dated 2-5-1994. Thereafter under an appropriate order it has been transferred to this Tribunal for proper adjudication. The dispute pertains to the termination of service of one Shri Girishkumar Anthabhai Parmar, Ex-casual labour as is mentioned in the order of reference.

The Exact terms of reference is as under :

"Whether the action of the management of General Manager Ahmedabad Telecom District, Ahmedabad in terminating the services of Shri Girishkumar Anthabhai Parmar, Ex-casual labour is legal and justified? If not, what relief is the workman is entitled to?"

2. The case of the second party workman is that he was working as a casual labour from 1-11-1983 and that he was working faithfully and diligently; that he has worked continuously for 240 days, that he has not been given any notice of ~~waiting~~ and that his service record is clean, that when his services were terminated, that he was being paid for 15 days.

It is the case of the second party workman that on 29-6-1987 he was sitting near the gate of railway pura Exchange and at that time one Rambhai Parmar and Manharbhai Parmar called him and abused him and had thrown chair and stoned at him; that he had stopped them and defended himself; that he was assaulted by Rambhai Parmar with knife and his right hand thumb was injured and therefore he tried to run away from here, that he had requested his officer Shri Modi Saheb to open the door, and that in the mean time Rambhai threw stones at him and in defence he sat down and the stone hit the switch-room glass and glass broke down; that Rambhai again assaulted him with knife and he lost his consciousness and in that stage, he was admitted in Civil hospital; that no case was registered against Shri Rambhai as Police staff was afraid of him; that on the contrary Rambhai had lodged a complaint against him and his complaint was not heard as he was coming from the lower strata; that when he was relieved from the Civil Hospital on 30-5-1987, he went to work but, he was not taken upto job by the first party officers and that he was relieved from his service.

that he was not paid any legal rights at the time of termination; that no enquiry was conducted against him and that he was not paid any retrenchment compensation and thus the first party has committed breach of Industrial Disputes Act, 1947, that he was victimised because he was coming from the lower strata; that other new workers are working in his place at present; that he is ready to go to work with the first party; that he is unemployed from the date of his termination. The second party workman has prayed that the action of the first party in relieving him from 30-5-1987 by an oral order may be declared as illegal and improper and in contravention of the standing orders and that he should be reinstated with continuity of service and with full backwages.

3. The second party workman has produced 13 documents in support of his case vide Ex. 5 on 18-8-1994.

4. Vide Ex. 6, the first party has filed the written statement inter alia denying various contentions raised by the second party workman and have submitted that the second party workman was engaged as a casual labour from 1-11-1983 in the department for doing the casual work and that he was engaged temporarily as and when necessity was arising on different work order and muster roll by the department. The first party has denied that the second party workman has worked for 240 days in every year.

It is further submitted by the first party that on 29-5-1987, around 21.00 p.m. Shri Girish Amthabhai Parmar, the concerned workman and Shri R. M. Parmar, workman entered into Railway pura Telephone Exchange compound and started quarrelling between themselves; that the concerned workman was drunk. The quarrel had taken serious turn. Shri Parmar brought two bricks and broke the glass panes in the switch door and through the broken panes attempted to hit inside, with brackets & cut his hand/forearm with glass; that entire MDF was in a mess with almost all telephone instruments lying on the floor, some were partially damaged and other totally; that there was lot of vomit lying near 198 positions, that Call queue display board was found knocked down on the floor in partially damaged condition; that most of the chairs were scattered here and there that MDF floor, most of furniture items, telephone instruments, some walls, test position and various registers and dockets etc. were full of blood stains, that the whole MDF was giving a foul alcoholic smell, difficult to stand; that the concerned workman, Shri Girish Parmar did all the damages. By the time police and ambulance had reached the exchange, police took Shri R. M. Parmar and Girish Parmar, the concerned workman, to the police station; that on actual assessment of the total loss, it was seen that 15 telephone instruments and 3 head gear sets were totally damaged and rendered unserviceable.

The first party further submits that statement of all who had witness incident were taken. FIR was lodged by

the Divisional Engineer concerned with Shaher kotda Police Station around 00.30 hrs on 30-5-1987; that on further enquiry it was found that charge-sheet was put up before the Metropolitan Magistrate by the police authority and Shri Parmar was given one day's imprisonment and fine of Rs. 50 and if the fine was not paid, five more days imprisonment; that under such circumstances the applicant is not entitled to any notice, notice pay or retrenchment compensation; that the application and representations of the concerned workman were considered by all the departmental authorities upto the level of General Manager who did not find any justification to take the concerned workman on duty and the concerned workman was informed accordingly vide letter No. ATA-R-48/CL/90.91 dated 13-8-1990 by Asst. General Manager (Adm.) and vide letter No. AT/RLP-IV Int./E.4/Part File dtd. 30-8-90 by Public relations Officer (East). The first party has prayed that the second Party workman is not entitled to any relief as prayed for and therefore the reference deserves to be dismissed with cost.

10. The first party has produced 4 documents in support of their case vide Ex. 9 on 20-12-1994.

11. Shri Girishkumar Amthabhai Parmar, the concerned workman himself was examined on 18-4-1995 vide Ex. 10. Shri Girishkumar has reiterated the facts stated in his statement of claim Ex. 4 in his examination-in-chief.

Shri Girishkumar Amthabhai, the concerned workman has stated in his cross-examination that he does not know whether departmental enquiry had taken place against him or not. He has denied that he has taken drinks and had gone to Railway pura Exchange on 29-5-1987; that he does not know whether there was any criminal case lodged against him. He has further stated in his cross-examination that it is true that criminal case No. 205/87 was filed against him and that he was punished by one day's imprisonment and a fine of Rs. 50. Shri Girishkumar has further stated in his cross-examination that he has not lodged any complaint against Shri Rambhai Parmar regarding the incident, which took place but he had informed the department about it. He has further stated that it is not true that after 30-5-1987, he has not reported for his duties. He has further stated in his cross-examination that at present he is working in a security and that he is getting Rs. 500 per month and that his father and mother are looking after his family.

12. The concerned workman has closed his evidence vide Ex. 28 on 18-4-1995.

13. The first party has examined three witnesses vide Exs. 30 to 32 in support of their case and thereafter closed their evidence vide Ex. 42.

14. I have gone through the records and papers of the case and have considered the arguments of both the parties and find that first party has not conducted any enquiry in the matter before terminating services of the

second party workman. From the documentary evidence produced by the first party and from the admission made by the second party workmen, it is found that criminal case No. 205/87 was registered against the concerned workman and concerned workman was punished by one day's imprisonment and a fine of Rs. 50 by the criminal court. Thus, it can be said that second party workman had committed an offence and was punished by the criminal court. Besides, there are six statements filed pertaining to the offence and three reports are produced by the first party which are exhibited as Ex. 24, 25, 26, 34, 35, 37, 33, 36 & 27 respectively. It is Pertinent to note here that Ex. 33 is the report on the damage to the R.I.P MPF equipment by Shri J. S. Chhabra, DE, RAP-IV is not denied by the second party workman. In any case, the fact remains that second party workman himself has admitted in his cross-examination that in criminal case No. 205/87 he was punished by one day's imprisonment and a fine of Rs. 50. He has further submitted that it is not true that he has gone to Railway pura Exchange on 29-5-1987 after taking drinks.

The learned advocate of the complainant has advanced an argument that the complainant has completed 240 days of service and therefore it was necessary to conduct enquiry in the matter before terminating his service, even though he was a casual worker because he was not given any chargesheet or show cause notice and because no enquiry was conducted against him. His oral dismissal is arbitrary and without following due procedure of law. While the case of the first party is that the second party workman had damaged their property in a drunken condition and as there was a judgment of criminal court against second party workman punishing him by one day's imprisonment and a fine of Rs. 50 they had terminated the services of the second party workmen without conducting domestic enquiry. In any case, evidence is led before this Tribunal, oral as well as documentary evidence and in this oral evidence, the second party workman has admitted that there was a criminal case No. 205/87 filed against him and that he was punished in that case by one day's imprisonment and a fine of Rs. 50. He has further admitted in his cross-examination that he has not lodged any complaint against Shri Rambhai Parmar regarding the incident of assault. Besides the second party workman has noted any evidence to prove the allegation made by him in his statement of claim regarding victimisation and thus he has failed to prove that he was victimised. From the records and papers before this Tribunal, it is found that second party workman was dismissed due to the fact that he had damaged the property of the first party in a drunken condition. From the documentary evidence produced before this Tribunal, it is found that FIR was lodged by the Divisional Engineer concerned with Shaherkotda Police Station around 00.30 hrs. on 30-5-1987. It is also

found that charge-sheet was put up before the Metropolitan Magistrate by the police authority and concerned workman Shri Girishkumar Amthabhai Parmar was punished by one day's imprisonment and a fine of Rs. 50 and if fine is not paid 5 more days imprisonment. Thus, there is no case of victimisation as made out by the second party workman as per the statement of claim Ex. 4.

It is a admitted position that oral order of dismissal was not preceded by a domestic enquiry. As per settled law, if any order of punishment is not preceded by a domestic enquiry held by the employer. He has adduced cogent and sufficient evidence before the Tribunal and Justified the order of punishment.

In the present case before this Tribunal, the first party has produced documentary evidence to prove the offence committed by the second party workman and has also examined three witnesses in support of their case. The second party workman himself has admitted that a criminal case No. 205/87 was registered against him and he was punished in that case and that he has not registered by complaint regarding the incident of assault against Shri Rambhai Parmar. In this view of the matter and under the facts and circumstances of the case find that the action of the management of Telecom District, Ahmedabad in terminating the services of Shri Girishkumar Amthabhai Parmar, Ex-casual labour is legal and justified considering the gravity and seriousness of the misconduct committed by the concerned workman Shri Girishkumar Amthabhai Parmar. I therefore pass following order :

ORDER

The action of the management of the General Manager, Ahmedabad Telecom District, Ahmedabad in terminating the services of shri Girishkumar Amthabhai Parmar, Ex-casual labour is legal and justified. The workman Shri Girishkumar Amthabhai Parmar is not entitled to any relief.

N. J. SHELAT, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का.आ 3184.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पोस्टल प्रिंटिंग प्रेस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 301/ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-40012/166/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3184.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 301/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Postal Printing Press and their workman, which was received by the Central Government on 10-9-2002.

[No. L-40011/166/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT BHUBANESWAR

PRESENT

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer
CGIT-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 301/2001 date of
conclusion of hearing—5th Aug. 2002

Date of Passing Award—2nd Sept. 2002

Between

The Management of the Manager,
Postal Printing Press, Gadagopinath Pur,
Rasulgarh, Bhubaneswar—751 010 ... 1st Party-Management

AND

Their Workmen, Shri Mitrabhanu Prusty,
C/o. Shri Harihar Prusty, At. Nuapatna,
P.O. Mangalabagh, Cuttack—752001. ... 2nd Party-workman

Appearances :

Shri Jogeswar Nahak, Manager,
Postal Printing Press. ... For the 1st Party-Management
None ... For the 2nd Party-workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-40012/166/99/IR(DU), dated 21.10.1999.

“Whether the action of the Management of Postal Printing Press, Bhubaneswar in not reinstating the disputant Shri Mitrabhanu Prusty in services is legal and justified? If not, what relief he is entitled to?”

2. The case of the 2nd Party is that he was appointed as Casual Security Guard by the 1st Party-Management to guard the vacant quarters at Gadagopinath Prasad with effect 1-7-1992 and continued as such till 14-1-1993. But the 1st Party Management without assigning any reason and without following the mandatory provisions of law terminated the services of the 2nd Party on 14-1-1993. After termination he was again engaged as Part time Casual Labourer in the Store Section from February 1993 to June 1993. He has completed more than 206 days of service in a year in the office observing 5-week days. So he is entitled to be absorbed in the post and his termination is illegal. He has prayed for his reinstatement with back wages.

3. The 1st Party-Management has filed their Written Statement. In their Written Statement, the 1st Party-Management has averred that, the 2nd Party was engaged as casual security guard to watch the vacant quarters with effect from 1-7-1992, as the quarters were lying vacant. This engagement was very temporary and when the quarters were allotted to the employees the 2nd Party was disengaged from 14-1-1993. From 1-7-1992 to 14-1-1993 the 2nd Party has completed only 206 days in a calendar year. The 2nd Party was not appointed against any sanctioned post. After termination, the 2nd Party moved the Central Administrative Tribunal when there were some vacant posts for which advertisement was made. The Central Administrative Tribunal while disposing of the said case (O.A. No. 620/1995) was pleased to observe that, the 2nd Party can not claim for the post directly without going through the selection process. But the 1st Party-Management was directed to give opportunity to the 2nd Party to face the interview. In pursuance of the direction of the central Administrative Tribunal, the 2nd Party was called for the interview and the selection committee after considering his case was found unsuitable. It is further submitted on behalf of the 1st Party-Management that the engagement of the 2nd Party being casual, his disengagement would not come under the definition of retrenchment as per the provisions of the Industrial Dispute Act.

4. On the above pleading of the parties, the following Issues have been settled.

1. Whether the reference is maintainable ?
2. Whether the action of the Management of Postal Printing Press, Bhubaneswar, in not reinstating the disputant, Shri Mitrabhanu Prusty, from his service is legal and justified ?
3. If not, what relief the disputant is entitled to ?

5. Before coming to the merit of the case, it may be mentioned here that, after settlement of the Issues the 2nd Party declined to adduce any oral evidence, so also the 1st Party-Management. When the case was adjourned for hearing of the argument, the 2nd Party remained absent.

The 1st Party-Management placed his argument and has exhibited documents as Ext-A, B and C.

FINDINGS

ISSUE NO. I

6. No materials have been placed on behalf of the 1st Party-Management to record a finding that the reference is not maintainable. So, in that case, I can safely come to the conclusion that the reference is maintainable.

Issue No. II

7. The engagement and the disengagement of the 2nd Party has not been disputed by the 1st Party-Management. The averments that the 2nd Party was not appointed against any sanctioned post have also not been disputed. Admittedly, the 2nd Party moved the Central Administrative Tribunal for his appointment in the post advertised by the 1st Party-Management and the Central Administrative Tribunal while disposing of the case has made the following observations.

"The petitioners have made a prayer for getting appointment to the posts advertised. But the law is well settled that appointment can not be made to any post de-hors the recruitment rules. Thus all that the applicants can claim is that their applications already made should be considered in accordance with rules taking them to be within the age limit"

It was also further observed that, the 2nd Party and the others who are the applicants before the Central Administrative Tribunal would be given opportunity to face the interview. Accordingly, the 2nd Party faced the interview board but was not found suitable. The 1st Party-Management has exhibited the certified copy of the order of the Central Administrative Tribunal, which has been exhibited in this case as Ext.-A. This fact was also not been disputed. Ext.-B is the order of engagement and Ext.-C is the order of disengagement. The 2nd Party has failed to make out a case that he has worked for 240 days in a calendar year. Moreover, when he was not appointed against any sanctioned post and he had not faced any selection process he can not claim for the post even if he has worked for a long period as a casual Labourer. Rather, the 1st Party-Management as per the direction of the Central Administrative Tribunal had offered opportunity to the 2nd Party to face the interview board, who found the 2nd Party unsuitable for the post. No Courts or Tribunal can interfere the findings of the selection Committee. When the engagement of the 2nd Party was for a specific purpose and that work was over, the 2nd Party was disengaged. In that case, it can not be said that his disengagement comes under the purview of retrenchment as per the Industrial Dispute Act. In other words, the action of the 1st Party-Management in not reinstating the 2nd Party, Shri Mitrabhanu Prusty is legal and justified.

ISSUE NO. III

8. In view of my findings given in respect of Issue No II, the 2nd Party-Workman is not entitled for any relief.

9. Reference is answered accordingly

S K DHAL, Presiding Officer.

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3185.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 278/ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-40012/257/99-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3185.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 278/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 10-9-2002

[No. L-40012/257/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 29th August, 2002

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 278/2001

Tamil Nadu State Industrial Tribunal I D.No.298/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Workman Sri K.Ramesh and the Management of Sub Divisional Officer, Telephones.)

BETWEEN

Sri K Ramesh : I Party/Workman

AND

The Sub Divisional Officer.

Telephones, Dindigul. : II Party/ Management

Appearance:

For the Workman : M/s. R. Malaichamy,
V. Balakrishnan, &
M. Vijayalakshmi, Advocates

For the Management : Mr. M.K. Jeyakaran,
ACGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No.L-40012/257/99/IR(DU) dated 29.10.1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No.298/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No.278/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 12-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following : —

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows : —

“Whether the action of the management of Department of Telecom in not regularising the services of workman Sri K.Ramesh as per the Department of Telecommunication Order No-269/53/87-STN dated 22.09.89 is legal and justified? If not, to what relief the workman is entitled?”

By a subsequent order from the Ministry dated 19.08.2002, the above terms of reference has been corrected by an Addendum as follows : —

“Whether the termination of service of Sri K.Ramesh by the Department of Telecom is legal and justified? If not to what relief, the workman is entitled?”

2. The averments in the Claim Statement of the I Party/Workman Sri K.Ramesh (hereinafter refers to as Petitioner) are briefly as follows.

The Petitioner joined the services of the II Party/Management Sub Divisional Officer, Phones, Dindigul,

(hereinafter refers to as Respondent) in the office of the Junior Telecom Officer, Outdoor (North) Dindigul as a part-time sweeper/water boy from 01.10.86. He was terminated on 31-10-88. The Petitioner moved an application before the Central Administrative Tribunal at Chennai O A No.96/95 and the same was dismissed on 26-8-97. The Petitioner filed a review application No.R.A.7/98 and the same was dismissed on 6.3.98. Then the Petitioner raised an industrial dispute under section 2A of the Industrial Disputes Act, 1947 before the Assistant Labour Commissioner (Central) Madurai, for conciliation. But the conciliation ended in a failure. On submission of failure of conciliation report by the Assistant Labour Commissioner (Central), Madurai, the Ministry have referred this matter as an industrial dispute for adjudication to this Tribunal. The Petitioner was paid daily wage of Rs.35/- per day and he discharged the duties sincerely and loyally and rendered unblemished service. All of a sudden, the Junior Telecom Officer, Outdoor (North) Dindigul issued an order dated 31.10.88 terminating the services of the Petitioner with immediate effect and no reason has been stated in the said order for termination of service of the Petitioner. From the date of appointment of the Petitioner, till the date of termination, he had worked for 713 days and worked for more than 240 days within a period of 12 months as per Section 25F of the Industrial Disputes Act, 1947. While terminating the service of the Petitioner, he was not paid any notice pay or compensation as per Section 2(oo) of the Industrial Disputes Act, 1947. The Petitioner ought to have been paid notice pay and compensation simultaneously along with the order of termination. Moreover, the work performed by the Petitioner is still required for Respondent. They are engaging some other person in the place of the Petitioner after the termination of his service. On this ground also, the termination is illegal and colourable exercise of power. Since the service of the Petitioner is not regularised, the Petitioner filed O.A.No.96/95 before the Central Administrative Tribunal, Madras Bench, claiming permanent status as per the Casual Labourers (Grant of Temporary Status and Regularisation) Scheme, 1989 of the Department of Telecommunication. However, by an order dated 26-8-97, the Central Administrative Tribunal dismissed the above application on the ground that the Petitioner was not in service as on the date of coming into force of the above scheme. The Petitioner filed a Revision Petition in R.A No.7/98 before the Central Administrative Tribunal to review the said order. However, the Central Administrative Tribunal dismissed the above review petition by holding that there is no ground for review. The action of the Junior Telecom Officer, Outdoor (North) Dindigul was not correct and legally not sustainable. The termination of the Petitioner is against the natural justice and as well as the Petitioner's fundamental right under Article 14, 16 and 21 of the Constitution of India. The termination of the Petitioner is discriminatory. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the termination of the Petitioner from service by the Respondent is illegal and direct the Respondent to reinstate the Petitioner into service with all back wages, continuity of service and all other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management (hereinafter refers to as Respondent) are briefly as follows:—

As far as this department is concerned, Industrial Disputes Act, 1947 is covered only for certain provisions by way of passing schemes in the year 1989. As far as this Petitioner is concerned, according to this petition, he was terminated on 31.10.88. The Petitioner himself admitted in his petition Casual Labourers (Grant of Confirming Status and Regularisation Scheme, 1989 of the Department of Telecommunication. Therefore, according to him, the particular scheme was not applicable to him. Hence, as per law, the petition has to be dismissed on the above ground alone. It is further submitted that though the Petitioner has alleged to be terminated on 31.10.88, the Petitioner has preferred this petition belatedly with the delay of more than 11 years without adducing any proper reasons to condone the delay. Moreover, in his petition, he has alleged certain reasons stating that since he has filed O.A.No. 96/95 before the Central Administrative Tribunal claimed on the basis of the above Scheme, 1989, as far as the scheme is concerned, it is only meant for confirmation itself, then the question of reinstatement was not arise in that above O.A. No. 96/95, therefore, the said reasons for condoning the delay is not correct one. On the above said grounds, the said petition is to be dismissed in limine. The Petitioner Sri K. Ramesh was engaged as an unapproved part time mazdoor and he was not appointed through Employment Exchange and was engaged on need basis i.e. purely on casual basis on daily wages w.e.f. 1-10-86. The Petitioner was paid Rs.6/- per day as daily wages out of the contingencies under (ACG 17) money receipt. The Petitioner was not at all paid Rs.35/- per day in any circumstances. In such situation, his allegation about the payment is not at all true. Actually, the Petitioner's engagement was dispensed w.e.f. 31-10-88 by a letter dated 31-10-88. Moreover, the Petitioner was not at all employed through Employment Exchange, there was no jurisdiction for providing a continuous employment to him. As the applicant will not come under the purview of workman, the question of any notice does not arise. As the applicant was engaged only on casual basis on daily wages and was not engaged under any agreement. Hence, the dispensation of the engagement of this part time unapproved Casual Labour is in order. Further, Department of Telecom, New Delhi issued instructions regarding applicability of Industrial Disputes Act serving of one month notice to retrenched Casual Labour only on 22-9-89. As the service of the unapproved part time mazdoor was dispensed with earlier to these instructions, the question of issue of one month notice did not arise at that time. His engagement was dispensed with, when no more required, consequent on the allotment of this part-time work to a full time approved Casual Labour sponsored through Employment Exchange. This was necessitated due to issue of orders by the department to abolish the practice of engagement of part-time mazdoors but to club such part time duties into requirement of full time mazdoors and recruit full time

mazdoors only by an order dated 4.2.88. Hence, it is prayed that this Hon'ble Court may be pleased to dismiss the petition.

4 When the matter was taken up for enquiry, no one has been examined as a witness on either side. No document has been marked as exhibit on either side. The learned counsel on either side have advanced their respective arguments.

5. The point for my consideration is —

“Whether the termination of service of Sri K.Ramesh by the Department of Telecom is legal and justified? If not to what relief, the workman is entitled?”

Point: —

This industrial dispute has been raised by the I Party/Workman Sri K.Ramesh challenging the action of the Respondent/Management, Telecom Department in terminating his service as illegal and unjustified. It is the contention of the Petitioner that he joined in the office of the Junior Telecom Officer, Outdoor (North), Dindigul as a part-time sweeper/water boy from 1.10.1986 and he was terminated from service on 31-10-88 and that he had worked for a total period of 713 days between 1-10-86 to 31-10-88 and he has put in 240 days of service in a period of 12 months continuously. It is also his contention that he was paid daily wages of Rs.35/- per day. But, in the Counter Statement, the Respondent has contended that the Petitioner was engaged as an unapproved part time mazdoor and he was not appointed through Employment Exchange and was engaged on need basis i.e. purely on casual basis on daily wages w.e.f. 1-10-86 and he was paid Rs.6/- per day as daily wages out of the contingencies under A.G. 17 money receipt and he was not at all paid Rs.35/- per day in any circumstances. It is their further contention that the engagement of the Petitioner was dispensed with effect from 31-10-88 and he was not employed through Employment Exchange and was not engaged under any agreement. So, the dispensation of the engagement of the Petitioner a part-time unapproved Casual Labour is in order. In support of the contention of either side in their respective Claim Statement and Counter Statement, no one has been examined as a witness on either side and no document has been filed as an exhibit on either side. When the Respondent has specifically denied the averment of the Petitioner in his Claim Statement, in respect of his services in the Respondent department as part-time sweeper/water boy from 1-10-86 till 31-10-88, it is for the Petitioner to strictly prove that averment with acceptable, legal evidence. As it is held by Hon'ble Supreme Court in a case reported as 2002 1 LLJ 1053 between RANGE FOREST OFFICER and S.T.HADIMANI that “in a case of termination of service, when the workman claims that he had worked for 240 days and services terminated without paying retrenchment compensation and the same has been denied by the Respondent/Management, it is for the claimant, the workman, to lead evidence to show that he had worked for 240 days in preceding year by producing receipt of salary or wages or letter of appointment.” In the present case, it is the

definite contention of the Petitioner in the Claim Statement that though he had worked more than 240 days within a period of 12 months, when his services were terminated by the Respondent, he has not been paid any notice pay or compensation as per Section 2(00) of Industrial Disputes Act, 1947 along with the order of termination. Though the Petitioner has mentioned about the order of termination dated 31-10-88, issued by Junior Telecom Officer, Outdoor (North), Dindigul, he has not chosen to file the same into Court. For his further allegation that the Respondent is engaging some other person in the place of Petitioner after the termination of his service also, no evidence has been let in by the Petitioner as an acceptable evidence in support of that version. He has also not chosen to lead evidence to show that he had worked for 240 days preceding the date of his termination from service for the period of 12 months by producing receipt of salary or wages or letter of appointment, as it has been held by the Hon'ble Supreme Court in the above cited case. Thus, the averment of the Petitioner about his continuous engagement by the Respondent/Management in the department remains unproved. The learned counsel for the Petitioner while advancing his argument has relied upon a decision of Supreme Court 2001 4 Supreme Today pg. 347, but that decision is not applicable to the facts of this case. In the case relied upon by the learned counsel for the Petitioner, the Supreme Court has held that "continuance or abolition of posts is within power of employer and such decision is not to be interfered with by Court, unless it is held vitiated by *mala fide* or arbitrary." In the case relied upon by the learned counsel for the Petitioner the facts mentioned therein are quite different to the facts of this case. So, it is not applicable to the present case. The very plea of the Petitioner in his Claim Statement that he was paid daily wage of Rs. 35/- per day clearly shows that he was engaged as an unapproved part-time mazdoor and was not appointed through Employment Exchange and he was engaged on need basis purely on casual basis on daily wages as contended by the Respondent in their Counter Statement. It is not the contention of the Petitioner also that he was engaged by the Respondent/Management as an approved Casual Labourer by undergoing selection as per the recruitment rules, after having sponsored by Employment Exchange. In the absence of such procedure had been adopted by the Respondent/Management in engaging the Petitioner on casual basis on daily wages, it is seen that the Respondent department had engaged the Petitioner as an unapproved part-time mazdoor on need basis on daily wages. So under such circumstances, and in the absence of any acceptable evidence for continuous employment, it cannot be said that the termination of the service of the Petitioner by the Respondent/Management, without notice pay or compensation as per section 2(00) of the Industrial Disputes Act, 1947 is illegal and unjustified and against principles of natural justice. Further, the Petitioner having been employed by the Respondent/Management as a part time sweeper/water boy on a daily wage basis as an unapproved Casual Labourer, he cannot have a right to claim for reinstatement in service, as that of a

regular employee of the Respondent/Management, Telecom Department. It is the admission of the Petitioner himself in the Claim Statement that the petition he has filed before the Central Administrative Tribunal, Madras, as O.A. No.96/95 claiming permanent status as per Casual Labourers (Grant of Temporary Status and Regularisation) Scheme, 1989 has been dismissed by the Central Administrative Tribunal and his appeal against that order also has been dismissed, on the ground that the Petitioner was not in service on the date of coming into force of the above scheme. It is also his admission that the review petition has also been dismissed by the Central Administrative Tribunal. So, in view of all these facts, it is seen that the Petitioner cannot have a right to claim a permanent employment in the Respondent/Telecom Department on the basis of his earlier engagement in the Respondent/Telecom Department as an unapproved part-time mazdoor purely on casual basis on daily wages. It is the further contention of the Respondent/Management in their Counter Statement that the Department of Telecom, New Delhi, issued instructions only on 22-9-89 regarding applicability of Industrial Disputes Act, 1947 and serving of one month's notice to retrenched Casual Labourers and the Petitioner's services as an unapproved part-time mazdoor was dispensed with by the Respondent/Management earlier to this, the question of issue of one month notice did not arise at that time. This is not disputed as incorrect or not applicable to the Petitioner. For his allegation that the Respondent/Telecom Department is engaging some other persons in the place of the Petitioner after his termination of service, no evidence worth considering has been let by the Petitioner in this case. On the other hand, it is specifically averred in the Counter Statement of the Respondent/Management that, consequent on the allotment of the part-time work done by the Petitioner to a full time approved Casual Labourer sponsored through Employment Exchange the Petitioner's engagement by the Respondent/Management on casual basis has been dispensed with. This has not been disputed by the Petitioner as incorrect or false. Under such circumstances, it can be held that the termination of service of Sri K. Ramesh by the Department of Telecom is legal and justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly

6. In the result, an Award is passed holding that the I Party/Workman Sri K. Ramesh is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th August, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined: --

On either side

: None

Exhibits Marked --

On either side

Nil

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3186.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी-27/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-40012/356/99-आई.आर. (डो. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O.3186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-27/2000) of the Central Government Industrial Tribunal/labour Court Nagpur now as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of Sr. Supdt. of Post Offices and their workman, which was received by the Central Government on 10-9-2002.

[No. L-40012/356/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NAGPUR

PRESENT:

Shri B. G. Saxena, Presiding Officer

REFERENCE NO. CGIT : 27/2000

The Sr.. Superintendent of Post Offices

AND

Mrs. Gajana Maste

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-40012/356/99/IR (DU) dt. 09-02-2000 on following schedule.

SCHEDULE

“ Whether the action of the management of Sr. Supdt. of Post Offices, Nagpur City Division, Nagpur in terminating the services of Mrs. Gajana W/o Sh. Sunil Maste, Ex-part-time Sweeper w.e.f. 02-05-97 is legal and justified? If not, to what relief the workman is entitled and from what date ?”

Mrs. Gajana W/o Sunil Maste has submitted Statement of Claim on 24-05-2000 that she had worked for about sixteen years with Sr. Post Master, Nagpur City, Head Post Office, Nagpur as part-time Sweeper in Class-IV category. She was engaged against clear and vacant post or Sweeper. Her service was terminated from 02-05-97. She had worked for more than 240 days continuously against permanent post. Therefore her termination amounts to retrenchment. She claimed reinstatement with backwages.

Sr. Superintendent of Post Offices, Nagpur City submitted Written Statement on 06-07-2000 that Mrs. Gajana was not the employee of the Postal Department. She was not called for interview. She was not appointed against any vacancy. There was no sanctioned post of Sweeper in Head Post Office. She was paid from contingency fund for the hours she worked as part-time worker. She was paid Rs. 1264/- in lieu of termination notice through money order on 21-09-98. She refused to accept this amount.

Both the parties submitted oral evidence and documents.

I have considered the entire oral and documentary evidence on record.

Mrs. Gajana stated in her cross examination that she had not filed any document to show that she had worked for eight hours on any working day. It is suggested to this witness by the counsel for management that she used to work only for one hour in the morning. The workman Gajana has not submitted any document to show that she was getting Rs. 333/- per month or she got Rs. 1200/- per month regularly. She says that she was called for interview. The documents submitted by her for interview is from Western Coal Field Ltd. This document -W2 shows that she was called for interview by Western Coalfields Ltd. Nagpur on 10-04-89. She was not called for interview by the Postal Department. Thus it is clear that she was not called for any appointment by the Postal Department in 1989 or any time prior to it. There is another letter of Gajana to Post Master General dt. 20-01-95 that she may be regularised in service. Gajana has also submitted order dt. 01-05-97 to show that she was terminated from 2-5-97 from the service of part-time Sweeper. Gajana admitted in cross examination that she refused to accept money Rs. 1264/- in lieu of termination notice. This amount was sent to her through money order on 21-09-98.

The statement of Shri Nagorao, Assistant Superintendent, Post Offices shows that there was no sanctioned post of Sweeper at Head Post Office, Nagpur. No appointment letter was issued to Gajana in November, 1985. She was not the regular employee of the Postal Department. In cross examination this witness stated that Gajana used to work for three to three and a half hour work. She was paid on hourly basis. It is therefore clear that Gajana was not working for a full day against any clear vacancy of Sweeper. The action of management of Sr. Superintendent of Post Offices, Nagpur in terminating services of Gajana from 02-05-97 is legal and justified.

ORDER

The action of the management of Sr. Superintendent of Post Offices, Nagpur City Division, Nagpur in terminating the services of Mrs. Gajana W/o Shri Sunil Maste w.e.f. 02-05-97 is legal and justified. She is not entitled to any relief claimed by her.

The reference is answered accordingly.

Date : 2-8-2002

.B. G. SAXENA, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का.आ. 3187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डिया गवर्नमेंट मिंट के प्रबंधन के सम्बन्ध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, मुम्बई, के पंचाट (संदर्भ संख्या सीजीआईटी-2/157 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-9-2002 को प्राप्त हुआ था।

[सं. एल-16011/1/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3187.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/157 of 99) of the Central Government Industrial Tribunal/Labour Court No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of India Govt. Mint and their workman, which was received by the Central Government on 10-9-2002.

[No. L-16011/1/99-JR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer

Reference No. CGIT-2/157 of 1999

Employers in relation to the management of the General
Manager, India Government Mint

The General Manager,
India Government Mint,
Ministry of Finance,
Mumbai-400023.

AND

Their Workmen,

The General Secretary,
Taksal Kamgar Sena,
C/o. Balchanda Bhandu Pendular
16, Sivner Society, Parerewadi
Sakinaka, Kurla, Mumbai-400072.

APPEARANCES.

For the Employers : Mr. V. Narayanan, Advocate.

For the Workman : Mr. M. B. Anchan, Advocate.

Mumbai, dated 20th August, 2002

AWARD

The Government of India Ministry of Labour by its Order No. L-16011/1/99/JR(DU), dtd. 3-8-1999 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

Whether the action of the management of India Govt. Mint, Mumbai in not promoting Sh. S. B. Lad from Grade III to Grade II is legal and justified? If not, to what relief the workman is entitled?

2. Workman Shri S. B. Lad is working in India Government Mint, Mumbai. He belongs to general community. Taksal Kamgar Sena by Statement of Claim (Exhibit-7) contended that though workman was senior to SC employees viz. S/Shri S. R. Kamble, J. D. Sonawane, A. B. Salvi and D. L. Bagade, supersending him, they were promoted as Assistant Grade II on 1-7-87, 2-1-1989, 18-9-89, & 18-9-89 respectively. The workman was promoted on 23-7-90 though he was due for promotion from 1-7-87 by wrongful implementation of reservation policy. It is averred that, in the year 1994 out of 17 promotions to the post of Assistant Grade-II 9 promotions have been given to the SC employees against the quota reserved for SC communities and the 40 point roster system. It is contended by way of roster, only two employees of the SC community were entitled to promotion, however by wrong interpretation of the roster system, excess promotions were given to 9 employees thereby injustice has been caused to the workman who belongs to general category. The union therefore contended it had raised dispute in 1996 but ended in failure report. It is contended action of the management in not promoting workman Lad is illegal and accordingly management be directed in the matter.

3. Management, India Government Mint Mumbai, opposed the claim of union by filing Written Statement (Exhibit-8) contending that meeting of the Departmental Promotion Committee of Industrial workman is held twice during the year. In the light of

40 point roster and

as per the Government reservation policy, the promotions are being given. It is contended earlier sufficient number of suitable scheduled caste candidates were not available and those were carried forward. Therefore to fill up back log more candidates belonging to SC/ST were promoted in the year 1987-89 as per the seniority. It is contended no employee from general community junior to workman was promoted. It is contended as per the Government policy the candidates belonging to SC/ST were promoted to fulfil their back-log and consequently workman was promoted to Grade-II w.e.f. 23-7-90 thereby no injustice has been caused to him. Consequently management prayed to dismiss the claim of union in limine.

4. By Rejoinder (Exhibit-14) Union reiterated the recitals in the Statement of claim and denied the averments in the Written Statement. It is contended that the workman was entitled to promotion in the year 1987, however he was given promotion late in the year 1990 by wrongly interpreting the reservation policy and thereby injustice has been caused to him.

5. On the basis of the pleadings issues were framed at Exhibit-13. General Secretary of Taksal Kamgar Sena Mumbai Mr. Dattaram Atmaram Shinde filed affidavit in lieu of Examination-in-Chief (Exhibit-16) and the union closed evidence vide purshis (Exhibit-20) and that Administrative Officer of the Government of India Mint, Mumbai filed affidavit in lieu of Examination-in-Chief (Exhibit-21) and the management closed evidence vide purshis (Exhibit-25) Union filed written submissions (Exhibit-26) and the management (Exhibit-27)

6. On hearing the Learned Counsels for both sides, perusing the record and the written submissions, I record my findings on the following issues for the reasons stated below —

Issues	Findings
1. Whether the action of the management in not promoting S B Lad from Grade-III to Grade-II is legal and justified?	Yes.
2. If not, to what relief the workman is entitled to?	As per order below

REASONS

7 According to Mr. Shinde, the General Secretary of Taksal Kamgar Sena workman Shri Lad is senior to Mr. Kamble J. D. Sonawane, A. B. Salvi and D. L. Bagade. however ignoring his seniority they were promoted as Assistant Grade-II from 1987, 1989 respectively and that he was promoted in the year 1990 thereby injustice is caused to workman Lad. So far S. R. Kamble is concerned Shinde admits in his cross-examination para. 13 that he is senior to workman, as per the seniority list pg 3/Ex-10. So far promotion to Sonawane, Salvi and Bagade is concerned, it is in the evidence of the Administrative Officer Mr. Joshi to clear the back-log the above said employees of reserved category were promoted as per the guide lines of Reservation policy. Union Secretary Mr. Shinde admits that Departmental Promotion Committee considered the back-log of the candidates of the SC/ST while giving promotions and that not a single employee of Mint department was promoted against the Government policy. He further admitted that those who superseded Lad, are of SC category and that no employee of General category junior to Lad, was promoted. The Learned Counsel for the management Mr. Narayanan submits that reservation quota was not filled earlier and that back-log was filled in the material period as per the Reservation Policy of Government of India. Therefore there is no substance in the contention of union that workman was superseded against the policy, when admittedly there was back-log and that the employees referred to above, were given promotions superseding Lad being SC category to filling back-log and that the promotion was due for the candidates belonging to Reserved Category, the action of the management can safely be said to be legal and totally justified. Consequently workman is

not entitled to any reliefs. In view of this issues are answered accordingly and hence the order :—

ORDER

The action of the management of India Government Mint, Mumbai in not promoting Shri S. B. Lad from Grade III to Grade II is legal and justified and consequently he is not entitled to any reliefs,

S. N. SAUNDANKAR, Presiding Officer

CORRIGENDUM

New Delhi, the 18th September, 2002

S.O. 3188.— In supersession of this Ministry's Notification S. O. No. 1932 dated 21-5-2002 at page 5506 of the Gazette of India No. 23 dated 8th June, 2002, in the Annexure of the Notification, the name of 1 Party/Workman may be read as Shri K. Umapathy instead of Sri Tamizhanbane.

[No. L-40012/59/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

CORRIGENDUM

New Delhi, the 18th September, 2002

S.O. 3189.—In supersession of this Ministry's Notification S. O. No. 1968 dated 21-5-2002 at page 5685 of the Gazette of India No. 24 dated 15th June, 2002, in the Annexure of the Notification, the ID No. 228/2001 may be read as 218/2001

[No. L-40012/113/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

CORRIGENDUM

New Delhi, the 18th September, 2002

S.O. 3190.—In supersession of this Ministry's Notification S. O. No. 1986 dated 21-5-2002 at page 5781 of the Gazette of India No. 24 dated 15th June, 2002, in the Annexure of the Notification, the ID No. 228/2001 may be read as 233/2001.

[No. L-40012/141/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

CORRIGENDUM

New Delhi, the 18th September, 2002

S.O. 3191.—In supersession of this Ministry's Notification S. O. No. 1981 dated 21-5-2002 at page 5756 of the Gazette of India No. 24 dated 15th June, 2002, in the Annexure of the Notification, the ID No. 715/2001 may be read as 716/2001.

[No. L-40012/137/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

नई दिल्ली, १९ सितम्बर, 2002

का.आ. 3192.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बालासोर ग्राम्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कार्यक्षेत्र के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, भुवनेश्वर के पंचाट (संदर्भ संख्या आई. डी. नं. 29/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-9-2002 को प्राप्त हुआ था।

[सं. एल-12011/25/2000-आई.आर. (जी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th September, 2002

S.O. 3192.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 29/2000) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar now as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Balasore Gramya Bank and their workman, which was received by the Central Government on 06-9-2002

[No L-12011/25/2000-IR(B I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT BHUBANESWAR

PRESENT.

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO 29/2000

Date of conclusion of hearing—1st Aug. 2002

Date of Passing Award—26th Aug. 2002

BETWEEN

The Management of the Chairman,
Balasore Gramya Bank,
Head Office, Balasore - 1 1st Party Management
(Orissa)

AND

Their Workmen, represented
through the General Secretary,
Balasore Gramya Bank Workmen's
Association C/o Bibekananda
At. Arad Bazar, PO/Dist 2nd Party Union,
Balasore-I.

APPEARANCES :

Shri Saroj Kumar Das, Chief, Audit & Inspection.	For the 1st Party- Management.
None	For the 2nd Party Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial

Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12011/25/2000/IR (B-I), dated 03/7.11.2000:

“Whether the action of the Management of Balasore Gramya Bank by not paying Diem Allowance at new rate with effect from 14.2.1995 to its employees is justified? If not, what relief the employees are entitled to?”

2. The case of the 2nd Party is that the employees of Balasore Gramya Bank (1st Party-Management) are entitled to get the Diem/Halting allowance for their halting and tours on official duties outside the Head Quarters/place of posting. This allowance was being paid and it was being revised from time to time. The Government of India directed the Bank to allow and place certain allowance to RRB Employees at par with the employees of sponsored bank from 1.3.1991. The 1st Party-Management implemented the direction and revised the Diem/Halting allowance to Rs. 55/- per day for clerical staff and Rs. 40/- for Messengers were being paid. The ceiling of the Diem/Halting allowance has been revised in sponsor banks with effect from 14.2.1995 to Rs. 90/- and Rs. 60/- for clerical staff and Messenger. Again, it was revised to Rs. 125/- for clerical and Rs. 80/- for Messenger. But the 1st Party-Management has not paid the said allowance as fixed. The 2nd Party made request to the 1st Party-Management but it was not kept. So a dispute was raised. Reconciliation failed. Failure report was submitted to the Government of India who subsequently made reference. In the Claim Statement, the 2nd Party has prayed that Diem/Halting allowance at the rate of Rs. 90/- for clerical staff and Rs. 60/- for Messengers should be paid with effect from 14.12.1995 including of all arrears up to 31.3.2000 and at the rate of Rs. 125/- for the clerical staff and Rs. 80/- for Messengers should be paid with effect from 1.4.2000 including all arrears.

3. The 1st Party-Management has filed their Written Statement. The 1st Party-Management in their Written Statement has averred the followings. The revision made under 6th and 7th Bipartite Settlement is applicable to the 2nd Party. The 2nd Party has to follow the instruction meticulously without any violation. Accordingly, unless and until the 6th and 7th Bipartite Settlement benefits are made application to staff members of the 2nd Party and that the revision of Diem/halting allowance is only linked with the part of the 6th and 7th Bipartite benefits, the 1st Party-Management is unable to revise the rate. As the 6th and 7th Bipartite Settlement has not been effected and has not been implemented the 1st Party-Management due to perennial operating loss it was not possible to revise the Diem/halting allowance as claimed by. According to the 1st Party-Management the claim advanced and the relief sought for by the 2nd Party are not tenable.

4. On the above pleadings of the parties, the following Issues have been settled.

1 Whether the action of the Management of Balasore Gramya Bank by not paying Diem Allowance at new rate with effect from 14-2-1995 to its employees is justified?
2. If not, what relief the employees are entitled to?

FINDINGS

5 Before going to the merit of the case, it may be stated here that, after filing of the Claim Statement the 2nd Party have remained absent and have not taken part in the hearing of the case. On the other hand, the 1st Party-Management has produced some documents, which has exhibited in this case as Ext -A, B, C, D, E and F

ISSUE NO. I

6. The averments made by the 2nd Party in their Claim Statement had not been proved or established by any oral or documentary evidence. When the dispute has been raised at the instance of the 2nd Party the initial burden lies on them to prove their case. In absence of any materials from the side of the 2nd Party, it can not be said that, the action of the 1st Party-Management by not paying the Diem/halting allowance at a new rate with effect from 14.2 1995 is justified

ISSUE NO. III

7 In view of my findings given in respect of Issue No. I the 2nd Party is not entitled for any relief.

8. Reference is answered accordingly.

Dictated and Corrected by me

S K DHAL, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2002

का.आ. 3193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बालासोर ग्राम्य बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, भुवनेश्वर के पंचाट (संदर्भ संख्या आई. डी. नं. 282/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2002 को प्राप्त हुआ था।

[सं. एल-12011/54/98-आई.आर. (बी. I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th September, 2002

S.O. 3193.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. CGIT-1.D No. 282/2001) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Balasore Gramya Bank and their workman, which was received by the Central Government on 06-9-2002.

[No. L-12011/54/98-IR(B I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour,
Court, Bhubaneswar.

Tr INDUSTRIAL DISPUTE CASE NO. 282/2001

Date of conclusion of hearing — 1st Aug. 2002

Date of Passing Award — 27 Aug. 2002

BETWEEN

The Management of the 1st Party Management
Chairman,
Balasore Gramya Bank,
Vivekananda Marg,
Balasore - 1 (Orissa).

AND

Their Workmen, 2nd Party-Union
represented through the
General Secretary,
Balasore Gramya Bank
Workmen's Association
C/o. Bibekananda Mohapatra,
At Arad Bazar,
P.O./Dist. Balasore - 1 (Orissa).

Appearances

Shri Saroj Kumar Das,
Chief, Audit & Inspection.

For the 1st Party-
Management.

None.

For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12011/54/98/IR (B-I), dated 23-7-1999:

1. "Whether the action of the Management of Balasore Gramya Bank by not affording opportunity to Shri M. Prusty in the first and second promotion test is justified? If not, what relief Shri Prusty is entitled to?"

2. "Whether the action of the Management of Balasore Gramya Bank by not implementing notification dated 29-7-1998 is justified? If not, what relief the workmen (Messengers) are entitled to?"

2. The case of the 2nd Party is that the workman Mr. Prusty was senior as per the gradation list but he was not called for the interview for promotion, which was held on 12-4-1988. His juniors were promoted ignoring his case. Again in the year 1989 the case of Mr. Prusty was ignored and his juniors were given promotion. It is alleged that the

refusal of promotion to Mr. Prusty in two occasions is illegal and unjustified. The case of Mr. Prusty was ignored because he has an active member of the Union. In the Claim Statement, prayer has been made to pass Award directing promotion to Mr. Prusty in higher cadre with retrospective effect i.e. from 28-4-1989 along with seniority and that the new promotion policy should be implemented by the 1st Party-Management. Further prayer has been made for payment of cost of the litigation and for interim relief in case of monetary benefits.

3. The 1st Party-Management has filed their Written Statement. The 1st Party-Management has admitted about the promotion given to the juniors of Mr. Prusty. It is averred by them that, Mr. Prusty suffered from severe mental illness at the time of promotion test held in the year 1988 and unauthorizely absented himself from duties much prior to the promotion test. He remained absent till 5-1-1991 and submitted medical treatment certificate issued by S.C.B Medical Hospital, Cuttack (Mental Heal Institute) and on both the occasions when the selection was made for promotion, Mr. Prusty was found absent. It has been further averred that, as per the guidelines of the 1st Party-Management a staff can make appeal about his grievance within reasonable time limit but Mr. Prusty failed to redress his grievance of his depriving of promotion as per the circular dated 5th November 1985. He has raised a dispute after eight years of promotion. The 1st Party-Management has prayed to refuse the claim of the 2nd Party.

4. On the above pleadings of the parties, the following Issues have been settled.

1. Whether the action of the Management of Balasore Gramya Bank by not implementing notification, dated 29-7-1998 is justified?
2. What relief the workmen are entitled to?
3. Whether the reference is maintainable?

FINDINGS

5. Before going to the merit of the case, it may be stated here that, after settlement of issues though the 2nd Party took time to adduce oral evidence subsequently he did not take part in the hearing of the case. Neither oral nor documentary evidence has been produced on behalf of the 2nd Party.

ISSUE NO. III & I

6. The dispute has been raised at the instance of the 2nd Party. So, the initial burden lies on the 2nd Party to prove their case by adducing either oral or documentary evidence. In this case that has not been done. No materials have been placed whether any promotion opportunity was offered to Mr. Prusty. No materials have also been placed what is the terms and condition of the negotiation, dated 29-7-1998. So, in absence of any materials it is difficult to say that the action of the 1st Party-Management by not offering the opportunity to Mr. M. Prusty in the first and second promotion test is unjustified and that the action of

the 1st Party-Management by not implementing the notification dated 29-7-1998 is illegal and unjustified. So, these two Issues are answered accordingly.

ISSUE NO. II

7. In view of my findings given in respect of Issue No. III & I the 2nd Party is not entitled for any relief.

8. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का. आ. 3194.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. I, मुम्बई के पंचाट (संदर्भ संख्या मिस. एप्लीकेशन सं. 22 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-12025/03/2002-आई.आर. (बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Misc. Application No. 22 of 1999) of the Central Government Industrial Tribunal/Labour Court No. I, Mumbai now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India, and their workman, which was received by the Central Government on 09-09-2002.

[No. L-12025/03/2002-IR(B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT LABOUR COURT NO. I

MUMBAI

Present

Shri Justice S. C. Pandey

Presiding Officer

MISC. APPLICATION NO. 22 OF 1999

(Arising out of Misc. Application No. 9 of 1999)

(Arising out of REF. CGIT-1/16 of 1995)

Parties. Shri. Ramesh Monori : Applicant

V/s.

Reserve Bank of India, Mumbai : Opponent

APPEARANCES

For the Applicant : Shri. Jayprakash Sawant

For the Opponent : Absent.

Mumbai, dated the 20th day of August 2002

ORDER

1 This is a second application for restoration of reference No. CGIT-1/16 of 1995 by reviewing the order dated 06-10-1999. This tribunal by its order dated 06-10-1999 dismissed the application for restoration of reference which was dismissed on 01-6-1999. This matter was heard and the learned counsel for the workman was unable to satisfy this tribunal how this second application for restoration lay.

There is no provision for filing a second application for restoration.

2. The learned Counsel for the workman however, tried to argue that the workman would suffering irreparable loss because his Advocate did not appear and therefore, this tribunal should review its own order dated 06-10-1999. Having considered the argument of the learned counsel this tribunal is of the view that the order dated 06-10-1999 does not call for review. The workman was given an opportunity to appear before this tribunal on 01-6-1999 but he did not appear. I have gone through the record and found that this tribunal has given detailed reasons for not accepting the contention of the workman for not appearing on the fixed date. It is also found by this tribunal that sufficient opportunity was given to the workman or his counsel to appear in the case and this tribunal passed the order of dismissal when nobody appeared. There is no error apparent on record in the order dated 01-6-1999. Therefore, this application is hereby dismissed.

S. C. PANDEY, Presiding officer

नई दिल्ली, 10 सितम्बर, 2002

का. आ. 3195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या आई. डी. सं. 52/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-41011/28/85-डी II(बी)/आई.आर. (बी. 1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 52/2002) of the Central Government Industrial Tribunal/Labour Court Lucknow now as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Western Railway, Kota, and their workman, which was received by the Central Government on 09-09-2002.

[No. L-41011/28/85-D. II(B)/IR (B. 1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR-COURT, LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 52/2002 (New Delhi No. 59/88)

Ref. No. L-41011/28/85-D II(B) dated 7-4-87

BETWEEN

The Divisional Secretary, Paschim Railway
Karmchari Parishad, Bhimganj Mandi, Kota

AND

The Divisional Railway Manager
Western Railway, Kota

AWARD

By order No. L-41011/28/85-D II(B) dated 7-4-87, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The Divisional Secretary, Paschim Railway Karmchari Parishad, Bhimganjmandi, Kota and the Divisional Railway Manager, Western Railway, Kota for adjudication to CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated 19-4-2002 the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced:

"WHETHER THE ACTION OF WESTERN RAILWAY MANAGEMENT, KOTA FOR NOT STEPPING UP THE PAY OF SARVASHREE KAMAL SINGH, MOHAN LAL R, MUNSHILAL B, JAGDISH PRASAD SADANAND, GIRRAJ SINGH, ANANG MOHAN AND MUNSHILAL C, WHEN THEIR JUNIORS NAMELY S/SHRI MOHALLAL J AND NATHULAL ARE ALLEGED TO BE GETTING HIGHER PAY IS JUSTIFIED & PROPER? IF NOT, WHAT RELIEF WORKMEN CONCERNED ARE ENTITLED?"

2. The Paschim Railway Karmchari Parishad through its Divisional Secretary, has raised this industrial dispute seeking stepping up pay of S/Sri Kamal Singh, Mohan Lal R, Munshilal B, Jagdish Prasad Sadanand, Girraj Singh, Anang Mohan and Munshilal on the plea that juniors to them viz. Mohan Lal and Nathu Lal are getting higher pay in the same cadre and in same scale of pay.

3. It is undenied that there was a combined cadre of Steam Pump Attendant (SPA) and Basic Trade Man (BTM) and a combined seniority list was maintained by the management. Nathu Lal and Mohan Lal were given out of turn officiating promotion in the scale of Rs. 260-400 against clear vacancies of ELF by order No. EL/W/2/1 dated

8-3-76. It is not denied that the workmen named in the reference were senior to them. Subsequently, the posts of SPA and BTM were up graded and the seniors were also promoted. On promotion refixation of their pay were made. In refixation, Nathulal and Mohan Lal were given benefit of officiation on promotional posts and so their fixed pay were more than their seniors. The workmen made representations to remove this anomaly but the management did not accede and so this dispute.

4. In view of the irregular promotion, anomaly existed. The management has not denied anomaly but defends its action that the promotion of Nathulal and Mohan Lal were adhoc and their services fortuitous, and so, the workmen are not entitled to benefit of stepping up their respective pay.

5. As observed earlier, Mohan Lal and Nathu Lal were promoted as Electrical Fitter ignoring the claim of the senior persons including the workmen. This action is also defended on plea that both had passed trade test, whereas the workmen had not passed and so were not considered. The management witness Mr. S. Mazumdar, admitted; that the workman had passed trade test. Also Mohan Lal and Nathulal passed trade test in 1982, meaning thereby that they without passing the test in 1976, were similarly placed and were allowed to supersede seniors. In fact, the officiating promotions of Nathu Lal and Mohan Lal were against clear vacancies and was illegal. Mr. S. Mazumdar admitted in his cross examination that serious should have been considered. There is no evidence that the promotions were adhoc and service were fortuitous.

6. The promotion letter dated 8-3-76 mentions in respect to person at serial no.1, as adhoc but to the contrary mentions promotion of Nathu Lal and Mohan Lal against vacancies. In view of the said facts, the action of the management was not justified. The claims of the workmen are just and proper.

7. Accordingly, the reference is answered against the management. The workmen are entitled to stepping of pay at level of their juniors from the same date and further are entitled to fixation in revised scale from time to time including retiral benefits.

Lucknow.

4-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का. आ. 3196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा के प्रशासक के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अन्वेष में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक आन्दोलन के पंचाट (संदर्भ संख्या आई. डी. सं. 54/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-41011/28/82-डी II (बी)/आई.आर. (बी. I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 54/2002) of the Central Government Industrial Tribunal/Labour Court Lucknow now as shown in the annexure in the Industrial Disputes between the employers in relation to the management of Western Railway, Kota and their workman, which was received by the Central Government on 9-9-2002.

[No L-41011/28/82-D. II(B)/IR (B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D. No. 54/2002 (Delhi No. 40/88)

Ref. No. L-41011/(28)/82-D. II(B) dated 18-8-1984

BETWEEN

The Divisional Secretary,
Paschim Railway Karmchari Parishad,
In front of Hatasthal, Bhimganj, Kota Jn.
(espousing cause of Babu Lal and others)

AND

The Divisional Railway Manager,
Western Railway, Kota.

AWARD

By order No. L-41011/(28)-D. II. (B) dated 18-8-1984, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Divisional Secretary, Paschim Railway Karmchari Parishad, in front of Hatasthal, Bhimganj, Kota Jn. (espousing cause of Babu Lal and others) and the Divisional Railway Manager, Western Railway, Kota for adjudication to the CGIT-cum-Labour Court, Jaipur for adjudication. Subsequently, the reference was decided as no dispute award by the said Tribunal by its order dated 31-1-87. However, this order was recalled on 14-12-87. This order further mentions that the Central Government by order No. L-41025(4)85-D II(B) dated: 6-1-87 transferred the dispute to CGIT-cum-Labour Court, New Delhi. On transfer of this case, it was renumbered as I. D. No. 40/88 and was pending till transferred to this Tribunal by order No. Z-20025/54/2001-CLS-II dated 19-4-2002 for adjudication.

The reference under adjudication is reproduced

"WHETHER THE ACTION OF THE DIVISIONAL
RAILWAY MANAGER, WESTERN RAILWAY,
KOTA IN RESPECT OF THEIR ESTABLISHMENT

OF IOW IDGAH. AGRA IN NOT ABSORBING S/SHRI BABU LAL. SAMIMASIH. LAURANCE, ASHOK. BANS BAHADUR. ATAR SINGH AND TERMINATING THEIR SERVICES IS FAIR, JUST AND LEGAL? IF NOT, WHAT RELIEF IS THE WORKMEN CONCERNED ENTITLED?'

2 In the said reference, adjudication is desired in not absorbing S/Shri Babu Lal, Samimasih, Laurance, Ashok, Bans Bahadur, Atar Singh and further, termination of their services. The reference does not give date of termination of the individual workman. It does not give parentage and other particulars of the workmen to establish their identity. These facts remained confusing throughout the proceeding, workmen did not provide details, as from which date the services of the workmen were terminated. The reference was made about 18 years earlier and it is not expected of the management to trace out such old records after a long time, particularly, when the identities of the workmen are not provided in the statement of claim or in the reference order. The statement of claim filed before the CGIT-cum-Labour Court, New Delhi on 12-10-88, is by the Divisional Secretary, Paschim Railway Karamchari Parishad who espoused cause of the workmen. It was obligatory on the union to have provided name and other particulars to enable the management to make effective reply. According to the statement of claim, the workmen were working as casual labour, under Inspector of Works, Western Railway, Idgah (Agra) for quite some time past. It does not disclose what it meant by "for quite some time past". No specific point of time is mentioned. It is further averred that they were not absorbed against permanent post after conducting due screening, although juniors to them enlisted in para 2 of rejoinder dated 28-9-89, have been screened and absorbed against the permanent vacancy, ignoring the rightful and legitimate claim of the applicants involved in this dispute. Not only this but, their services have been terminated/retrenched, continuing the juniors in the service. The perusal of rejoinder gives different picture. It is clear that one of the workmen, Babu Lal, was permanently absorbed. Para 2 of the rejoinder mentions, "however, the names of the juniors are given as under, who have been permanently absorbed ignoring the workmen involved in the dispute." Serial No. 19 mentions name of Babu Lal S/o Kanhiya Lal. If Babu Lal was terminated as per reference, he could not have been permanently absorbed as mentioned in the rejoinder. Even the rejoinder does not give details as from which date the workmen were terminated.

3 In para 2 of the written statement, the management had disputed this fact, stating that claim is vague and ambiguous. The representative union has not filed casual labour cards of the workmen, which as per rules, must be with them. There is no averment that casual labour cards were not issued to them. Management on its own, filed photo copies of the records of service as casual labour, of Babu Lal, Amar Singh, Ashok whose names figure in the reference. This document is admitted by the workman. No other documents as regards other workmen have been filed. It seems that the workman made an application on 13-1-92

seeking production of certain documents. Affidavit was not filed that desired documents were with the management. It does not give any particular of service of the workmen and date of their alleged termination. In the absence of categorical statement of the union as regards the identity of the workmen, their date of termination, it is not possible to adjudicate causes of the workmen on merit, particularly, when facts given by the union in the claim statement and rejoinder are contradictory. As per reference order, the services of Babu Lal had been terminated whereas in para 2 of the rejoinder he is absorbed. Adjudication on merit is, thus, not feasible. The workman cannot be permitted fishing documents after 18 years, particularly, when the original documents, casual labour cards issued to them were not brought on the record.

4. Accordingly, the reference is answered without adjudication, as No Claim Award.

5. Award as above.

LUCKNOW,
2-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 10 सितम्बर, 2002

का. आ. 3197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या आई. डी. सं. 60/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-2002 को प्राप्त हुआ था।

[सं. एल-41011/29/87-डी II/आई.आर. (बी.-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th September, 2002

S.O. 3197.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 60/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Kota, and their workman, which was received by the Central Government on 9-9-2002.

[No. L-41011/29/87-D. II/IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -
CUM-LABOUR COURT, LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I D No. 60/2002 (Delhi No. 34/89)

Ref. No L-41011/29/87-D.II dated: 17-3-1989

BETWEEN

The Divisional Secretary,

Paschim Railway Karmchhari Parishad, Kota
(espousing cause of Abdul Ghani and others)

AND

The Divisional Railway Manager,
Western Railway, Kota.

AWARD

By order No L-41011/29/87-D II dated: 17-3-1989, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Divisional Secretary, Paschim Railway Karmchhari Parishad, Kota (espousing cause of Abdul Ghani and others) and the Divisional Railway Manager, Western Railway, Kota for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS-II dated: 19-4-2002 the Central Government, transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced.

“क्या डिब्रीजिंग रेलवे प्रबंधक, पश्चिम रेलवे, कोटा की निम्नलिखित कर्मचारियों की कार्यालय आदेश दिनांक 2-1-87 के अनुसार सेवाएं विच्छेद करने की कार्यवाही न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोष के हकदार हैं?”

- | | |
|---------------------|--------------------|
| 1. श्री अब्दुल घानी | 2. श्री प्यारे लाल |
| 3. श्री जगदीश चंद्र | 4. श्री तुलसी राम |
| 5. श्री अब्दुल अजीज | 6. श्री गंगा सहाय |
| 7. श्री श्याम सुंदर | 8. श्री वेद प्रकाश |
| 9. श्री सलीम खान | 10. श्री राम किशन |

2. The representative union has impugned break in service and forfeitures of service benefits of the ten workmen named in the reference. The claim statement covers some other names also, but adjudication is confined to ten workmen whose names find reference in reference No L-41011/29/87-D II dated: 17-3-1989.

3. In short, an agitation took place at Kota Railway Station on 27-5-87 on account of one Box Boy assaulted by G.R.P constable. The agitating staff detained 24 UP Janta Express for 2'-53", 26 UP for 3'-22" and 20 UP Dehradun Express for one hour. The disruption to passenger services also caused severe detention to the Goods trains. The Box Boys on duty refused to load the Guards' boxes and the trains were allowed to leave without line boxes. The said agitation was also joined by duty 'Bhustis', who refused to fill water in the coaches.

4. The parties have not disputed sudden stoppage of work. The workmen, however, claim that there were no public complaints. Also, disciplinary rules were not followed in ordering break in services of those on duty and forfeiture of service benefits.

5. The management justifies its action for deducting salary of stoppage of work period on principle of 'no work no pay' besides, its action being in accordance with Railway Boards letter No. E(LR) II 79 ST 1-36 dated 31-3-79 addressed to all G.Ms of the Indian Railways, which, *inter alia*, follows consequential actions in case of illegal strikes/

stoppages of works etc. as laid down in Railway Board's letter No-E(L) 56 ST 1-61 dated 16-6-56 which provides:

“If a Railwaymen indulges in illegal work stoppage, he is not only liable to deduction of proportionate wages for the period of such absence from work, but also, in addition, he will suffer the consequences of a break in service involving forfeiture of all leave earned up to the date of the strikes, postponement of date of increment and commencement of service afresh on the resumption of duty after the strike for the purpose of eligibility for leave and passes and sanction of special contribution to the Provident Fund and pensionary benefits on retirement.”

6. It is not disputed that separate show cause notices were issued to the workmen, calling them to submit explanations within ten days. It is said that the workmen made representations in response thereto, but the management without observing due procedures, ordered forfeiture of various benefits including break in service. The management has not filed records relating to domestic enquiry, which implies that there were no formal domestic enquiry as contemplated under D.R. Rules. The sudden stoppage of work was definitely a misconduct, irrespective of its being mentioned in the list of misconducts under the service rules. The Railway Board's circular, has force of law and such illegal acts have been treated misconduct. The management was under legal obligation to follow procedures prescribed for domestic enquiries before punishment. Mere show cause notice was not enough. The workmen did not get opportunity to justify their absence or cross-examine the witness. Some of them may not be on duty at all or may not have been the participants. Now observance of the procedures prescribed under D.A. Rules applicable to railway employees, rendered the order of break in service with consequential forfeiture of benefits including retiral benefits, illegal. This order is, not sustainable.

7. However, in deduction of wages for non-working period, the action of the management was justified as show cause, notice was issued to each of the workman individually and such order was passed after due consideration.

8. Accordingly, the award is:

- that the workmen are not entitled to wages deducted for non-working-period in between 26/27-5-1987;
- the action of the management in ordering break in service with forfeitures and all other consequential or other related benefits is void and unsustainable; and
- the workmen, if superannuated, are entitled to retiral benefits treating as there was no break in service.

9. Award as above.

LUCKNOW:
3-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 12 मितम्बर, 2002

का.आ. 3198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडरल बैंक लि., कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/कोलकाता के पंचाट (संदर्भ संख्या 03/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/9/2002 को प्राप्त हुआ था।

[सं० एल-12012/644/98-आई. आर. (बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2002

S.O. 3198.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03 of 1999) of the Central Government Industrial Tribunal, Kolkata now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Federal Bank Ltd., and their Workman, which was received by the Central Government on 11-9-2002.

[No. L-12012/644/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL AT
KOLKATA

Reference No. 03 of 1999

Parties : Employers in relation to the management of
Federal Bank Ltd., Kolkata

AND

Their workman.

PRESENT :

Mr. Justice Bharat Prasad Sharma

..... Presiding Officer

APPEARANCE :

On behalf of
Management

Mr. R. Chakraborty,
Advocate.

On behalf of
Workman

Mr. M S. Dutta, Advocate.

State : West Bengal

Industry : Banking

AWARD

By Order No. L-12012/644/98/IR (B-I) dated 19-02-1999 the Central Government in exercise of its powers under Section 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Federal Bank Ltd., Kolkata in terminating the services of Shri Robin Das, Ex. clerk by way of dismissal without notice w.e.f 31-7-1997 is just and fair ? If not, to what relief the workman concerned is entitled ?”

2. The present reference has been made on the industrial dispute raised by one Robin Das who happened to be a Clerk in the Federal Bank Ltd., Kolkata at 27, Dr. Lal Mohan Bhattacharya Road, Entally, Kolkata-700014. It appears that the said workman was working in the Bank since 1978 continuously and according to him with sincerity, honesty and efficiency. Ultimately, he was transferred to Howrah Branch of the Bank and on 03-12-1994 he was served with a chargesheet concerning some charges against him and another chargesheet was also served on 08-05-1995. The workman was asked to submit explanation regarding the chargesheets, which he submitted and as it was not found satisfactory and departmental proceeding was initiated. According to the workman the two chargesheets were based on false and frivolous allegations and though the workman submitted his explanation, being prejudiced against him the management did not accept it and started domestic enquiry. Accordingly, one Mr. Domenick Joseph was appointed as Enquiry Officer and he held enquiry in the matter, but at a later stage of the enquiry he did not grant adjournment sought by the workman and the venue of enquiry was also shifted from Calcutta to Kerala in arbitrary manner and in the absence of the workman the enquiry was completed and a biased report was submitted against him. Thereafter the copy of the enquiry report was sent to the workman calling for his reply and in spite of his replying to the second show cause, he was punished with dismissal. The workman felt that the order of dismissal was biased and based on improper and illegal enquiry report and the punishment awarded to him was also not proportionate to the charges levelled against him. According to him the punishment was excessive and not commensurate with the gravity of misconduct and, therefore, the punishment was in violation of all cannons of natural justice. In this view of the matter, the workman prayed that the punishment be set aside and an order of his reinstatement be passed. The main emphasis of the workman in his written statement has been on the illegality and impropriety of the chargesheet and the enquiry report and he challenged the enquiry on various grounds.

3. The management filed a written statement giving out the details and the acts of commission and omission of the workman on which the chargesheets were prepared and served to him. It is also stated that the enquiry was held in proper manner and keeping in view the principles of natural justice. It is also stated that there was no question of the enquiry being biased or prejudiced and the Enquiry Officer after considering all the pros and cons submitted his report holding the workman guilty of the charges framed against him. Accordingly, the report was submitted.

disciplinary authority who also called upon the workman to reply to the second show cause notice and as his reply was not found satisfactory, the punishment of dismissal was inflicted upon him considering the gravity of the charges which amounted to gross misconduct on the part of the workman. The allegations made by the workman in the different paragraphs of his written statement were also denied para-wise in the written statement of the management and it was ultimately submitted that there is no merit in the prayer of the workman and the prayer of the workman is not fit to be considered and allowed and accordingly it was submitted that the reference be answered in the affirmative and the workman be held not entitled to any relief what-so-ever

4. After a rejoinder was filed on behalf of the workman, parties were directed to adduce evidence first on the point of the validity of the enquiry as per the rules laid down by the Hon'ble Supreme Court. Both the parties also filed several documents and adduced oral evidence and after hearing the arguments of the Counsels of both the parties it was held by this Tribunal by order dated 21-01-2002 that the enquiry could not be termed as invalid or vitiated in view of the fact that the materials on record indicated that the enquiry was held in proper manner and the materials were thoroughly discussed in detail by the Enquiry Officer in his report and there was no infirmity in the report. However, in view of the fact that the punishment in question was of dismissal, under Section 11A of the Industrial Disputes Act, 1947 the parties were afforded opportunity of being heard and the Counsel of both the parties were heard on this point.

5. So far as the charges are concerned, it will appear from the chargesheets as well as written statement of the management that a large number of allegations were made out against the workman and all those charges indicated that the workman concerned had no respect and regard for the discipline of the office and he was also deliberately disobeying the orders of his superiors time and again and was defying the authorities of the management on all occasions. It appears that he had gone to the extent of abusing and insulting the Branch Manager also and he had broken the discipline of the office in flagrant manner. It is submitted that the manner in which the workman had conducted himself throughout the period from 1990 to 1995 on several occasions clearly indicated that he was bent upon to disturb the discipline of the Bank and, therefore, he had become a menace to the management and, therefore, his dismissal had become necessary in the interest of the Bank.

6. Because it has already been held in the aforesaid order dated 21-01-2002 that the enquiry was fair and there is nothing to show that it was invalid, the necessity of further evidence was not felt and the parties were heard on the point of adequacy or otherwise of the punishment awarded to the workman. Some decisions in this connection

have been cited on behalf of the workman in order to bring home the point that the adequacy of the punishment has to be considered by the Tribunal in view of the different materials emerging in course of the evidence. The first decision cited in this regard is the decision in the case of the Workman of M/s. Firestone Tyre & Rubber Co. of India (Pvt.) Ltd and the Management & Others and some other matters which considered together in Civil Appeal Nos 1461 of 1972, 1995 of 1972, 1996 of 1972 and 2386 of 1972, reported in 1973-I-LLJ 278. This is a very important decision in which their Lordships of the Hon'ble Supreme Court considered several decisions of the Apex Court in Order to come to a logical conclusion in the matter. The decisions concerned by their Lordships are in the cases of Indian Iron & Steel Company Ltd. & Anr v Their workmen (1995-I-LLJ 260 = AIR 1958 S.C. 130), Buckingham & Carnatic Company Ltd. v. Workers of the Company (1952 L.A.C. 490), Shri Ram Swarath Sinha v. The Management of the Belgund Sugar Company Ltd (1954 LAC 697), M/s. Bharat Sugar Mills Ltd. v. Shri Jai Singh & Ors (1961-II-LLJ 644), Ritz Theatre (P) Ltd. v. Its Workmen (1962-II-LLJ 498), Khardah Co. Ltd. v. Their workmen (1963-II-LLJ 452), Workmen of Motipur Sugar Factory (Pvt.) Ltd. v. Motipur Sugar Factory (1965-II-LLJ 162), State Bank of India v. R.K. Jain & Ors. (1971-I-LLJ 599) and Delhi Cloth and General Mills Co. Ltd. v. Luch Budh Singh (1972-I-LLJ 180). On the basis of the decisions considered by their Lordships in the present case, their Lordships laid down certain principles to be considered in such matters after the amended provision of Section 11A of the Industrial Disputes Act, which was introduced in 1971. The following guidelines were laid down by their Lordships :—

- (1) The right to take disciplinary action and to decide upon the quantum of punishment are mainly managerial functions, but if a dispute is referred to a Tribunal, the latter has power to see if action of the employer is justified
- (2) Before imposing the punishment, an employer is expected to conduct a proper enquiry in accordance with the provisions of the standing orders, if applicable, and the principles of natural justice. The enquiry should not be an empty formality.
- (3) When a proper enquiry has been held by an employer, and the finding of misconduct is a plausible conclusion flowing from the evidence adduced at the said enquiry, the Tribunal has no jurisdiction to sit in judgement over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimisation, unfair labour practice or malafides
- (4) Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the

legality and validity of the order, has to give an opportunity to the employer and employee to adduce evidence before it. It is open to the employer to adduce evidence for the first time justifying his action and it is open to the employee to adduce evidence contra.

- (5) The Tribunal gets jurisdiction to consider the evidence placed before it for the first time in justification of the action taken only if no enquiry has been held or after the enquiry conducted by an employer is found to be defective.
- (6) It has never been recognised that the Tribunal should straightaway, without anything more, direct reinstatement of a dismissed or discharged employee, once it is found that no domestic enquiry has been held or the said enquiry is found to be defective.
- (7) An employer, who wants to avail himself of the opportunity of adducing evidence for the first time before the Tribunal to justify his action, should ask for it at the appropriate stage.
- (8) Once the misconduct is proved either in the enquiry conducted by an employer or by the evidence placed before the Tribunal for the first time, punishment imposed cannot be interfered with by the Tribunal, except in cases where the punishment is so harsh as to suggest victimisation.
- (9) In a particular case, after setting aside the order of dismissal, whether a workman should be reinstated or paid compensation is, as held by the Hon'ble Supreme Court in the Management of Panitole Tea Estate v. The workman, within the judicial decision of a Labour Court or Tribunal

7 So, it is clear that the first requirement in such a case is whether the enquiry was held before awarding punishment or not and if the enquiry was held it has to be considered whether the enquiry was held properly in fair manner adhering to the principles of natural justice or not. If the enquiry is held to be invalid, biased or perverse, it has to be set aside and the workman has to be reinstated after setting aside the punishment awarded on the basis of such enquiry report, unless the employer proves before the Tribunal that the charges were such on which the punishment was justified. On the other hand, if the enquiry is held to be valid and fair, the question of adequacy of the punishment has to be considered on the basis of materials available on record itself and no further evidence is required.

8 The learned Counsel for the workman cited some other decisions, one of such decision is in the case of Colour-Chem. Ltd. v. Alaspurkar A.L. & Ors. (1998-II-LLJ 694). In this case it was held by their Lordships of the Hon'ble Supreme Court that if the punishment imposed on the workman is grossly disproportionate, it should be modified and reversed. Another case relates to the case of

Scooter India Ltd., Lucknow v. Labour Court, Lucknow & Ors. (1989-I-LLJ 71), in which their Lordships of the Hon'ble Supreme Court upheld the decision of the Labour Court in modifying and reversing the order of punishment, terming it as the punishment modified by dealing with the matter with tampered justice. Another decision cited by the learned Counsel for the Workman is the case of Rama Kanta Misra v. The State of U.P. & Ors. (1982-II-LLJ 472). In this case while reversing the punishment of dismissal of the employee their Lordships of the Hon'ble Supreme Court observed that the management has not shown that there was any blame-worthy conduct of the workman during the period of 14 years of service he rendered prior to the date of the misconduct and the misconduct consists of language indiscreet, improper and disclosing a threatening posture. When it is said that the language discloses a threatening posture, it is the subject conclusion of the person who hears the language because voice modulation of each person in the society defers and indiscreet, improper and abusive language may show lack of culture, but merely the use of such language on an occasion unconnected with subsequent positive action and not preceded by blame-worthy conduct cannot permit an extreme penalty of dismissal from service. So, relying very much on this decision, it was submitted on behalf of the workman that he has clearly stated in his written statement that prior to this incident his conduct all along good and satisfactory and it was not taken into consideration by the management at the time of awarding the extreme punishment of his dismissal from service and, therefore, it has been submitted that the punishment should be interfered with and leniency should be shown to the workman by modifying the punishment.

9. On the other hand, it has been submitted on behalf of the management that the charges mentioned in the chargesheets are very serious in nature and the details of the charges go to indicate that the workman has not misbehaved only once; rather, he went on repeating the misdeeds again and again and has shown scanty respect and regard for the discipline of the office.

10. It appears from the details of the charges that on several dates he did acts of commission and omission indicating his desparate conduct. It appears that once when the workman was transferred in June, 1990 and the order was served to him and he was relieved for his joining the new place of positing. He refused to accept the relieving order. Thereafter on 1st October, 1990 some staff members approached the management and demanded the withdrawal of the relieving order and they started using abusive language and showing threatening postures to the Manager resulting in disturbance of the regular work of the Branch. Then again, on 4th October, 1990 the workman concerned abused the Chief Manager of the Clive Row Branch and took the telephone and threw the same at the Chief Manager and the Chief Manager was some how saved by a Deputy

Manager. On 4th October, 1990 the workman also snatched the attendance register from the Chief Manager accordingly a chargesheet was also framed against him on 25th October, 1990. Thereafter on 20th March, 1991 the workman did not attend to his allotted work and he disrupted the functioning of the Foreign Exchange Deptt. of the Bank at Clive Row Branch, took registers and documents in illegal manner and shouted at the officers who intervened and accordingly another chargesheet was framed against him on 22nd March, 1991. Therefore, it becomes clear that the workman was acting in a very desparate manner and it was not in fit of anger because of a particular circumstance, once he behaved in unruly manner; rather, it appears to have become his habit and he on different occasions behaved in most irresponsible manner. If such incidents are allowed to continue it is likely to completely rob an institution like Bank of its discipline which may have disastrous result.

11 In this view of the matter, it has been submitted on behalf of the management that as observed by their Lordships of the Hon'ble Supreme Court in the case of U.P. State Road Transport Corporation v. Subhas Chandra Sharma & Ors (2000-1-LLJ 1117) power of Labour Court to give appropriate relief in case of discharge or dismissal is limited to the extent that the Labour Court cannot be justified in interfering with an order of removal when one of the charges is proved to be of serious nature. It has been submitted by the learned Counsel for the management in this case that the instances of the workman of having insulted, abused, threatened and even acting in violent manner against the senior officers of the Bank clearly indicates that he committed acts which can be termed as gross misconduct. In such a circumstance, when the enquiry has been found to be valid, the conclusion of the enquiry report cannot be disputed and on the basis of the seriousness of the charges, the punishment awarded appears to be adequate and proper and there is no justification of interfering with the punishment in the circumstance. I find substance in the contention of the learned Counsel for the management. It may be noted in this connection that in course of the disciplinary proceeding also the workman behaved in improper and obstinate manner in not cooperating with the Enquiry Officer in compelling him not to proceed with the enquiry and complete the same expart. The workman, therefore, does not appear to be entitled to be considered with leniency in the matter of punishment and the punishment awarded to him does not require any interference.

12 In the circumstance, it cannot be said that the order of dismissal of the workman with effect from 31-07-1997 is either not just or not fair. The order appears to be perfectly justified and fair and no interference is required. The workman is not entitled to any relief whatsoever and accordingly this reference is decided and

disposed of.

B. P. SHARMA, Presiding officer

Dated, Kolkata
The 22nd August, 2002.

नई दिल्ली, 12 सितम्बर, 2002

क्रा.आ. 3199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम लेबर कोर्ट, चण्डीगढ़ के पंचाट (संदर्भ संख्या आई डी. नं. 89/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-2002 को प्राप्त हुआ था।

[सं० एल-12012/176/94-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th September, 2002

S.O. 3199.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 89/95) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their Workman, which was received by the Central Government on 11-9-2002.

[No. L-12012/176/94-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT CHANDIGARH

Presiding Officer : Shri S. M. Goel

ID No. 89/95

Mohinder Pal Applicant
C/o Shri Sardara Singh,
Kothi No. 102 Phase-IX,
Mohali (Pb)

Versus

General Manager, Respondent
State Bank of India, LHO,
SCO, No. 103 to 110, Sector-17B,
Chandigarh

Appearances

For the Workman : Shri K.S. Bhango

For the Management	Shri V K Sharma	Date of withdrawal	Amount in Rs.
AWARD		6-8-85	15000/-
(PASSED ON 26-8-2002)		5-12-85	5000/-
The Central Govt. vide notification No L-12012/176/94-IR(B 3) dated 22nd November 1995 has referred the following dispute to this Tribunal for adjudication :		14-2-86	8000/-
“Whether the dismissal from service of Shri Mohinder Paul as teller by the management of SBI is justified and legal? If not to what relief is the workman entitled?”		4-4-86	17000/-
2. In the claim statement it was pleaded by the applicant that he was working in the bank and he was suspended and he was served with the following charge sheet		1-9-86	15000/-
Charge No. I		5-9-86	5000/-
You received a sum of Rs. 12,000/- on 5-11-1984 from Shri Karnail Singh for subsequent deposit to his Savings Bank account No. 5346. You failed to deposit the same sum in his respective Savings Bank Account and authenticated fictitious entry in his pass book. After your confession of having done so, a sum of Rs. 15230/- was deposited by you alongwith overdue interest, on 12-9-89.		15-9-86	20000/-
Charge No. II		5-7-88	10000/-
While you were officiating as JMGS-I on 20-1-88, you issued a duplicate pass book of S.B. A/c No. 41 to Smt. Joginder Kaur W/o Santa Singh, which turned out to be a case of impersonation and you failed to tally the specimen signature from account opening form. Similarly you were instrumental in facilitating the job of getting the foreign address of the account holder changed thus making the fraud facilitate. You also obtained the specimen signatures of the imposter on the existing specimen signature card pertaining to S.B. A/c No. 41 without obtaining any request letter from her and also failed to ascertain the true identity of the account holder. The specimen signature so obtained were also not verified/ authenticated by you. Your these omissions facilitated the work of imposter, who managed to commit a fraud with the Bank if by withdrawing Rs. 10000/- on 20-1-88, Rs. 13000/- 29-1-88 and Rs. 21000/- on 5-2-88.		3-8-88	22000/-
Charge No. III		5-9-88	11000/-
The withdrawals, exhibited below, were unauthorisedly posted by you in different ledgers accounts though you were not working on the concerned Savings Bank seat.		5-12-88	10000/-
Charge No. IV		1-2-89	20000/-
You also indulged in outside borrowings from the existing customers/borrowers of the Bank a few such cases have been listed below :—		1-3-89	5000/-
		8-7-89	23000/-

Name and address of lender	Amount	Borrowed in
(a) Rajinder Singh S/o Sh. Harkishan Singh Vill. Panara.	4000/-	July 1987
(b) Sh. Charan Singh S/o Sh. Jagat Singh Vill. Nurmahala.	5000/-	July 1989
(c) Smt. Asha Lally Clerk-cum-Cashier, at Nurmahal Branch	3000/-	Dec. 1988
(d) You also acquired furniture costing Rs. 2200/- from Sh. Ram Parkash S/o Sh. Sadhu Ram Vill. Kinga Prop. M/s. Vishva Karma Furniture in Oct./Nov 1989 without paying for it.		

3. It is pleaded by the applicant that the payment of Rs. 13000/- on 29-1-1988 and Rs. 21000/- on 5-2-1988 was made by D. K. Dasson Officer of the Bank and the applicant was wrongly dismissed from service. It is further submitted that for the charges 'C' and D the penalty of censure was inflicted and for charges A & B his services were dismissed. It is also pleaded that there are many shortcoming in the domestic enquiry which is against the principle of natural justice. It is prayed that the applicant be reinstated in service with full back wages and other benefits.

Date of withdrawal	Amount in Rs.
2-2-85	10000/-
1-4-85	10000/-

4. In the affidavit the applicant has deposed that the applicant was suspended without serving any charge sheet and the charge sheet was served on 8-8-1991. It is pleaded that the charge No. 'A' was settled by the management on 30-10-1989 by granting approval for crediting the beneficiary Account No. 5346 on 30-10-1989 without intimation to the applicant and the charge sheet was served on 8-8-1991 thus the charge No. 'A' is baseless. Regarding charge No. 'B' it is pleaded by the applicant that it is perverse. It is further pleaded that the statement of the witnesses were not considered by the enquiry officer.

5. The management in written statement has pleaded that while working at the branch during the year 1984 to 1989 the applicant committed serious acts of misappropriation and frauds. Departmental Enquiry was conducted against the applicant by the enquiry officer on the charge sheet dated 8-8-1991 by Shri S.P. Verma observing all principle of natural justice and all the documents were given to the applicant and charges No. A B and C were duly proved and D was partially proved and the disciplinary authority after going through the findings of the enquiry officer imposed the punishment of dismissal on two charges i.e. A and B and punishment of censure was imposed for the charges C and partially proved charge i.e. 'D'. It is pleaded that since the applicant voluntarily deposited the amount it also confirmed the charge. It is also pleaded that there is no shortcoming and infirmity in the conduction of domestic enquiry and full opportunity was given to the applicant to defend himself. It is prayed that there is no merit in the reference and the same deserves to be rejected.

6. Arguments were advanced by the learned representatives of the parties on preliminary issue of fairness of the enquiry. It is argued on behalf of the applicant that the incident of fraud relates back to the year 1985 as contained in charge No. A for receiving the amount of Rs. 12000/- on 5-11-1984 from Karnail Singh and the money was deposited by the applicant on 12-9-1989 alongwith interest with the permission of the bank authorities but the charge sheet was served on the applicant on 8-8-1991 which is an after thought and there was no intention of the management to charge sheet the applicant as they kept sitting over the matter for a very long period and even if when the money was deposited with interest, there was no occasion for the management to issue the charge sheet on 8-8-91. The learned representative of the applicant has further argued that even if the management has made up its mind to serve the charge sheet to the applicant, as per the Award, such decision shall be communicated to the applicant within three days and in the case in hand it is argued by the learned representative of the applicant, it is clear violation of Sastry Award as the charge sheet was served after about 2½ years and the enquiry is vitiated on this score only. I have gone through the entire record and enquiry proceedings. In my considered opinion, the learned

representative of the applicant has not pointed out any prejudice caused to him due to the serving of the charge sheet after about 2½. The enquiry has been conducted by the management thoroughly and extensively. The applicant was given full opportunity to defend himself during the enquiry. He was allowed to cross-examine all the witness of the management and he was also allowed to adduce his evidence and all the documents were also given to him. The learned representative of the workman also did not point out any infirmity in the enquiry proceedings and in the conduction of the enquiry proceedings. The representative of the management also relied on the case law reported in 2001 Lab. IC 2671, AIR 1971 S.C. page 2418 and AIR 1996 S.C. page 1232 and has argued that the enquiry was conducted against the applicant in accordance with the principle of natural justice. Thus I have no hesitation in holding that the enquiry was conducted against the applicant in accordance with the principle of natural justice and the applicant was given full opportunity to defend himself. I also hold that the delay in serving the charge sheet caused no prejudice to the applicant and it is in order.

7. The learned representative of the applicant has further argued that in the circumstances of the present case, the penalty of dismissal from service is very harsh and disproportionate to the gravity of the misconduct and the Tribunal should interfere in the case of penalty. The Hon'ble Supreme Court in the case of UCO Bank Vs. Hardev Singh decided on 18-2-2002 has held that 'one expects the higher standard of honesty and integrity and to say that embezzlement is not intentional would be gross under statement, the least to say and the decision of the High Court to direct reinstatement was uncalled for'. Thus taking into consideration the judgment of the Hon'ble Supreme Court, the interference of this Tribunal U/s 11-A is uncalled for.

8. For the reasons recorded above, I find no merit in the present reference and the same is returned against the applicant. Central Govt. be informed.

Chandigarh.
26-8-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2002

का.आ. 3200.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध निबोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी नं. 39/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-2002 को प्राप्त हुआ था।

[सं० एल-12012/88/98-आई. आर. (बी.-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th September, 2002

S.O. 3200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT : 39/99) of the Central Government Industrial Tribunal Nagpur now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-9-2002.

[No. L-12012/88/98-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, NAGPUR

PRESENT:

Shri B.G. Saxena, Presiding Officer

Reference No. CGIT : 39/99

STATE BANK OF INDIA

AND

SHRI PRAKASH PINJARKAR & 19 OTHERS

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No.L-12012/88/98-IR(B-I) dt. 22-6-98 on following schedule.

SCHEDULE

“Whether the action of the management of State Bank of India, through its Asstt. General Manager, Nagpur and Dy. General Manager, Zonal Officer, Region Office, Region-V, Nagpur in terminating the services of Shri Prakash Pinjarkar and 19 others, as per list attached is legal and justified? If not to what relief the said workmen are entitled?”

This reference was sent to CGIT, Jabalpur on 22-6-98 concerning the termination of services of Prakash Pinjarkar and 19 others mentioned in the list attached by Sri Sanatan, Desk Officer. The list attached by the Desk Officer contains the name of (1) Santhash N. Bhise (2) Sudhir M. Tayade (3) Ganjanan M. Siraskar (4) Prakash J. Phhankar (5) Mahadeo V. Adage (6) Shankar M. Kurhade (7) Arvind N. Mohature (8) Gajanan T. Raike (9) Sudharkar Thakare (10) Ujjawal S. Deshmukh (11) Vilas Baraskar (12) Harish M. Indurkar (13) Pravind R. Ingale (14) Motiram P. Mehare (15) Suresh R. Landge (16) Vinod Bhira Tayade (17) Sanjay T. Chude (18) Pradeep R. Rawale (19) Santosh S. Yadav.

Out of the 20 workmen Prakash Pinjarkar & 19 others only 16 workmen submitted their Statement of Claim through General Secretary, Bhartiya Mazdoor Sangh, Amravati.

Four workmen mentioned in the list sent by Desk Officer namely Ganjanan T. Raike (Sr. No. 8 of the list), Sudharkar Thakare (Sr. No. 9), Suresh R. Landge (Sr. No. 15) and Vinod Bhira Tayade (Sr. No. 16) did not turn up in the Court to contest the case either through union or through any advocate. They also did not submit any Statement of Claim, hence no relief can be granted to them. Out of the sixteen workmen who submitted their Statement of Claim two persons namely Prakash J. Phhankar and Ujjawal Deshmukh are still working in Amravati Branch of the bank. The management had mentioned in their Written Argument that the bank is not in position to change their service conditions.

Two workmen namely Mahadeo V. Adage and Arvind Mohature are working in the canteen of the bank by the local implementation committee. They are not the employee of the bank. Management has also submitted list M1 containing the name of 16 workmen out of them six workmen (1) Santhosh Bhise (2) Sudhir Tayade (3) Ganjanan Siraskar (4) Shankar Khurhade (5) Vilas Baraskar and (6) Pravind Ingale who had worked for more than 240 days in a calendar year preceding their termination had been paid retrenchment compensation and pay in lieu of giving them notice as required under law. Pravind Ingale was paid the salary in lieu of notice period but he was not paid compensation as he was found involved in a fraud case while he was working at Dhanni Branch of State Bank of India. Pravind Ingale had admitted his guilt and had written letter to this effect which is Annexure-12.

The remaining six workmen (1) Prakash Pinjarkar (2) Harish Indurkar (3) Motiram Mehare (4) Sanjay Chude (5) Pradeep Rawale (6) Santosh Yadav had not completed 240 days preceding their termination, hence they are not entitled for any compensation.

In their Statement of Claim the sixteen workmen who had filed their Statement of Claim had mentioned their date of appointment and the date of their termination as under :

Name	Date of appointment	Date of termination
1	2	3
(1) Prakash Pinjarkar	8-12-86	1-1-98
(2) Santhash N. Bhise	4-4-88	5-6-98
(3) Sudhir M. Tayade	22-3-88	6-5-98
(4) Gananan Siraskar	7-12-90	6-5-98
(5) Prakash Phhankar	12-8-83	22-8-98
(6) Mahadeo Adage	25-4-86	18-2-98
(7) Shankar Kurhade	5-6-85	1-5-98
(8) Arvind Mohature	28-12-89	98
(9) Ujjawal Deshmukh	1-1-81	22-8-98
(10) Vilas Baraskar	14-3-88	4-6-98
(11) Harish Indurkar	September, 1985	December, 1997

1	2	3
(12) Pravind Ingale	1-1-90	23-4-98
(13) Motiram Mehare	22-3-84	16-4-98
(14) Sanjay Chude	March, 88	30-4-98
(15) Pradeep Rawale	1-1-90	30-4-98
(16) Santosh Yadav	30-1-86	December, 90

All the workmen stated that they had worked for more than 240 days, hence their termination was illegal. They claim reinstatement with full backwages.

The management has submitted Written Statement that the six workmen who had worked for more than 240 days were paid retrenchment compensation as mentioned in Annexure-M1. They were employed for administrative exigencies and need of work as Messenger, Waterman, Farrash, Sweeper, etc. They were paid daily wages on the basis of work done by them. They were not appointed according to prescribed procedure against any clear or permanent vacancy, hence their claim is baseless. They are not entitled to any relief claimed by them.

From the side of the workman the statement of three witnesses Gajanan Siraskar, Shankar Kurhade and Santhash Bhise were recorded. The other witnesses were discharged by the Union of the workmen and they were not produced for cross examination.

From the side of management the statement of Kishore Shankar Ubale, Manager (P & HRD) was recorded.

I have considered the entire oral and documentary evidence on record.

Shankar Kurhade stated that on 1-5-98 he was terminated. The bank had paid him Rs. 8734/- only the retrenchment compensation and the pay in lieu of notice period. He also says that after his retrenchment no other person was appointed in his place. He was not called for any interview, Written Test or any medical examination. He does not know about the details of the facts mentioned by other persons in the claim.

Santhash Bhise stated in cross examination that he was paid Rs. 7265/- as compensation and pay in lieu of notice. He does not know whether he was appointed against any permanent vacancy or not. He was not called for any interview or any medical examination.

Gajanan M. Siraskar stated that he had worked for six months in the leave vacancy of Shri Laxaman Shende from 7-12-90. He was paid Rs. 7469/- as retrenchment compensation and pay in lieu of notice period. He does not know Pravind Ingale. He does not know whether Mahadeo Adage, Arvind Mohature are working in canteen or not. He does not know whether Prakash Phankar and Ujjawal Deshmukh are still working in bank or not.

The management's witness Sri K.S. Ubale stated that according to list Annexure M1 the six persons who

had worked for more than 240 days in any calendar year were paid compensation and pay in lieu of notice period according to law. Ujjawal Deshmukh, Prakash Phankar, Mahadeo Adage and Arvind Mohature are still working and so they are not entitled to any relief claimed by them. Pravind Ingale was not paid retrenchment compensation as he was involved in fraud. He admitted guilt according to letter Annexure-M 12. The counsel for the management has submitted ruling Original Jurisdiction case No. 9093/97 of High Court of Orissa at Cuttack that only those casual workers who were in the waiting list of the bank were regularised in the vacancies of the bank. This select list has come to an end on 31-3-1997 hence those persons who could not get employment upto 31-3-1997 are not entitled to get any relief. The judgment of the Orissa High Court dated 18-9-1998 has been confirmed by the Hon'ble Supreme Court on 16-7-1999 in special leave petition Madhavrao *versus* State Bank of India & others.

In view of the above facts and evidence on record the above mentioned workmen are not entitled to the relief claimed by them.

ORDER

The action of the management of State Bank of India in terminating the services of Shri Prakash Pinjarkar and others is legal and justified. The sixteen workmen who have submitted their claim through their union are not entitled to any relief claimed by them as discussed above.

The reference is answered accordingly

B. G. Saxena, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2002

का. आ. 3201.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे, मालीगांव के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण गुवाहाटी, असम के पंचाट को प्रकटित करती है, जो केन्द्रीय सरकार को 11-9-2002 को प्राप्त हुआ था।

[सं० एन-41011/8/2001-आई आर (बी 1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2002

S.O. 3201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati, Assam, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N F Railway, Maligaon and their workman, which was received by the Central Government on 11-9-2002

[No. L-41011/8/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE
IN THE INDUSTRIAL TRIBUNAL : GUWAHATI
ASSAM

Reference No. 16 (C) of 2001

PRESENT.

Shri H. A. Hazanka, LL.B.,
Presiding Officer,
Industrial Tribunal, Guwahati

In the matter of an Industrial
dispute between :

The Management of N.F. Railway,
Maligaon, Guwahati-11

Vs

The Gen. Secy. Purvettar Simant
Railway Karmachari Sangh, C/o
Abinash Roy, Kamakhyanagar, Ghy-12

Date of Award : 23-7-2002

AWARD

This reference case is registered on this strength of Order No. L-41011/8/2001/IR(B-I) dated 16-10-2001 passed by Government of India, Ministry of Labour, whereby an Industrial Dispute between the aforesaid cited parties referred for adjudication on the basis of I.D. Act, 1947 on the following issue :

“ Whether the action of the management of N.F. Railway, Guwahati in refusing the correct seniority position of Shri Aine is justified ? If not, what relief workman is entitled ? ”

As notified as per procedure both side appeared before this tribunal and contested the matter by filing their respective written statements including addl. written statement by the workman.

The case of workman Shri Hiralal Aine in brief that he was initially appointed in Group ‘D’ category in N.F. Railway on 11-1-68 and subsequently promoted to Group ‘C’ Ticket Collector and opted for the posted on T.T.E. in 1978.

That while provisional seniority list was published on 1-4-1982 the workman concerned was shown Junior (Sl. 124) to Shri S. Bhowmick (Sl. 114). The date of promotion of workman concerned was shown as 6-2-1980 while the date of promotion of S. Bhowmick was shown on 10-6-1979 although date of birth, initial appointment and promotion to Group ‘C’ in respect of Hiralal Aine is senior to S. Bhowmick.

That Hiralal Aine who was initially on Group ‘D’ employee had no knowledge to submit written

representation, although he approach the official concerned for ascertaining and rectification of his seniority.

That he was given assurance that due importance would be given to his approach relating to in-advertent mistake. On being failed to get redress he filed a written representation to the Divisional Railway Manager, Lumding on 7-6-94. But his complaint was not look into as such he approach the union concerned.

That the matter was taken by conciliation proceeding on 1-8-2000 and he was intimated that his case is not fit to re-open after lapse of 15 years. The Divisional Railway Manager also intimated him that he being in supervising capacity is not within the ambit of workman to get protection under the Industrial Dispute Act, 1947. Hence he preferred the referred petition for promotion.

From the narration of the written statement filed by the management it is found that the management resisted the claim of workman on some technical as well as factual point such as that the proceeding is not maintainable in present form and law. That the averment stated in his petition are not correct and hence denied. That the petitioner Hiralal Aine was absent in the suitability test for promotion held on 3-3-79. That a further suitability date was fixed on 26-3-79 for the absentees, but H. Aine was absent on 26-3-79 also one Shri S.C. Bhowmick was declared successful in the test held on 26-3-79 and promoted to TTE w.c.f. 8-4-79. Again a suitability test was held on 10-4-79 in which Aine appeared and he was also promoted to the post of TTE w.c.f. 20-4-79.

That the seniority list of TTE was published on 1-4-82 and 1-4-86 by D.R.M. (P)/L.M.G. In this two seniority list Shri S.C. Bhowmick was shown senior to workman H. Aine. In the seniority list it was declared that if in representation is to be submitted that is to be submitted within one month from date of publication of list. It is also promulgated representation submitted after that date will not be entertain and the provisional seniority list will be treated as final. As H. Aine did not represent his case before the competent authority within the stipulated time, the provisional list was treated final. That the workman concerned represented his case to D.R.M. (P)/L.M.G. on 7-6-94. The representation was filed after 15 years as such his representation for redressal of his seniority can not be accepted. That one who feels aggrieved with an administrative decision affecting one's seniority should act with due diligence and promptitude and not sleep over the matter. That the petitioner being the supervisory capacity does not come within the definition of workman to get protection under I.D. Act, 1947. That Shri Aine was suitable for Grade ‘D’ to Grade ‘C’ category only with effect from 28-4-79 whereas Shri S.C. Bhowmick was promoted to Grade ‘C’ i.e. TTE w.c.f. 20-4-79 and Shri

Bhowmick was promoted to Grade 'C' category w.e.f. 8-4-79. The Management prayed to dismiss the claim of the workman petitioner. The following witness are examined by the workman Shri Hiralal Aine, W.W. 1 and Shri Pradip Saha w.e.f. 2 who are cross-examined by the learned advocate Shri K.C. Sarma for the management and management also examined Shri Parimal Bhushan Dhar who is also cross-examined by the learned advocate for the workman Shri K. K. Biswas. The following documents are exhibited by the workman, Ext. 1 is the promotion list, Ext. 2 is the Seniority List, Ext. 3 is Complain letter submitted by the workman, Ext. 4 is the letter to Labour Commissioner by the management, etc. management also submitted following exhibits, Ext. 1 is the suitability test for filling up of vacancies of LR-TC for TTEs in scale of Rs. 260-400/- Rs. Ext. B is the suitability test for filling up of the vacancies of TTEs in scale 330-560/- Rs. dated 20-2-79, Ext. C is the same letter dated 14-3-79, Ext. D is the list of result sheet dated 31-3-1979 etc.

Heard argument submitted by the learned advocate Mr. K.C. Sarma for the management and also argument submitted by Mr. K. K. Biswas for the workman. Also perused the written argument and synopsis of law point submitted by learned advocate for the workman. I find the management could not give satisfactory law points to discredit the law point submitted by the workman side or in other words management failed to give befitting law point against the law point submitted by the workman side.

On careful scrutiny of evidences recorded by my own hand the management witness admitted that in ext. 1 the workman concerned is shown senior to S. Bhowmick. It is also submitted by the management witness that he is not confirm by Guwahati Railway Station Master why H. Aine remain absent. He is also not confirm whether workman concerned received notice to appear in the suitability test held on 26-3-79. He (M.W.) has categorically stated that he does not know whether representation submitted by one Shri T. Basumatari is considered after 22 years or not. Though his reply was evasive one yet. On careful scrutiny I find it is favourable to the workman.

Under the above fact and circumstances I find initially workman concerned was senior to one S. Bhowmik. S. Bhowmik was promoted to senior category superseding the workman. But considering the evidence on record I do not find any conclusive proof that due to negligence or incompetency H. Aine was not allowed to enjoy promotion. The management could not prove that full opportunity as per procedure was given to workman to avail the suitability test in time and that he has neglected to avail the opportunity allowed.

Admittedly of late the written representation was submitted by the workman it is found in his written statement that the workman concerned was appointed in

Grade IV service. He may not aware all the procedure to complain or to submit representation in time. But what I find there is instant of entertainment of representation at inordinate late stage. In fact in the evidence the management witness though not agreed to the question put by the workman side yet his reply was evasive. The benefit of evasive reply in the present fact and circumstances of the case goes in favour of the workman. On careful scrutiny of Ext. 1, I find the name of H. Aine is appeared in Sl. No. 6 while Shri S. Bhowmik names appeared in Sl. No. 7. Under the above fact and circumstances what I find the management committed wrong for not entertaining the representation submitted by the workman. For ends or natural justice it would have been entertained. Under the above fact and circumstances I find the action of the management of N.F. Railway, Guwahati for refusing to correct the seniority position of Shri H. Aine is not justified. H. Aine is entitled to have seniority as he prayed. Accordingly the issue is decided in favour of the workman. Prepare and award accordingly and sent it to the Govt. concern immediately as per procedure.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2002

का. आ. 3202.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्टर्न रेलवे, आसनसोल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - कम-लेबर कोर्ट, आसनसोल के पंचाट (संदर्भ संख्या 85 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-09-2002 को प्राप्त हुआ था।

[सं० एल-41011/9/2000-आई. आर. (बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2002

S.O. 3202.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 85 of 2000) of the Central Government Industrial Tribunal/Labour Court, Asansol now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eastern Railway, Asansol and their Workman, which was received by the Central Government on 11-9-2002.

[No L-41011/9/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL-
TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT

Shri Ramjee Pandey, Presiding officer

Reference No. 85 of 2000

Parties : Divisional Rly. Manager, E. Rly., Asansol
...Management

Vrs.

Shri Debu Dom & 7 others ...Workman

Appearances :

For the Management —None.

For the Union (Workmen) —None.

Industry : Eastern Railway State : West Bengal.

Dated the 19th August, 2002.

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, Govt. of India through the Ministry of Labour vide its Order No. L-41011/9/2000/IR(B-I) dated 29-8-2000 has referred the following dispute for adjudication by this Tribunal.

“Whether the action of the Management of Railway Administration (herein Divisional Railway Manager, Eastern Railway, Asansol Division, Asansol) in denying absorption/regularization the services of Sri Debu Dom and 7 others from the date of their deployment by the G.R.P. as reflected in the individual Identity Card issued by them is legal, valid and justified? If not, what relief Sri Debu Dom and 7 others are entitled to?”

In response to the summons, issued by this Tribunal both the parties appeared through their representatives and prayed for time. Times were allowed several times but the parties did not file written statement. Even both the parties were given last chance to file their written statement on 19-8-2002. But neither of the parties appeared nor filed written statement. It seems that both the parties have got no interest to contest the dispute. Hence a ‘No Dispute Award’ is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2002

का. आ. 3203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, लखनऊ के पंचाट (संदर्भ संख्या आई डी. सं. 53/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2002 को प्राप्त हुआ था।

[सं. एल-41011/20/83-डी-II (बी)/आई. आर. (बी. I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 13th September, 2002

S.O. 3203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 53/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 13-9-2002.

[No. L-41011/20/83-D. II.B/IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURECENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW

President

RUDRESH KUMAR

Presiding Officer

I.D. No. 53/2002 (New Delhi No. 34/88)

I.D. No. L-41011(20)/83.D.II(B) dated 24-4-84.

Between

The Divisional Secretary, Paschim Railway Karmchhari
Parishad, Station Road, Kota.

And

The General Manager, Western Railway,
Churchgate, MumbaiThe Divisional Railway Manager,
Western Railway, Kota**AWARD**

The Central Government, in the Ministry of Labour, in exercising of powers conferred in 7(A), and clause (d) of Sub-section (1) of Section 10 of the I D Act, 1947, made over following reference vide No. L-41011(20)/83.D.II(B) dated 24-4-84, for adjudication, to the CGIT-cum-Labour Court, Jaipur. Subsequently, by Notification No. N-41025(4)/85-D. II(B), dated 6-1-87, the case was transferred to the CGIT, New Delhi. Further, by order No. Z-20025/54/2001-CLS-II dated 19-4-2002, this industrial dispute was transferred from CGIT, New Delhi to this Tribunal.

The reference reads as under

“Whether the action of Railway Administration in relation to Kota Division in not providing the service cards to S/Shri 1. Rajje S/o Sampatia, 2. Kalli S/o Girraj, 3. Gyan Singh S/o Prasadi, 4. Kiron S/o Gulab and 5. Munshi S/o Shanker, Denying payment of authorised pay scales and discontinuing service of

1 Mathalle S/o Moola, 2 Matre S/o Pyare, 3 Rajjo S/o Sampata, 4 Jagdish S/o Pyar Singh, 5 Ram Singh S/o Gyasi, 6 Charan S/o Pana, 7 Gulabdeen S/o Alladin, 8 Kalli S/o Girraj, 9 Basheer S/o Manheri, 10 Munshi S/o Shanker, 11 Gyan Singh S/o Prasadi and 12 Kirori S/o Gulab, from time to time with intention to put artificial break in service is justified? If not, to what relief the workmen are entitled?"

2. The reference is in two parts, first part, relates to validity of action of railway administration of the Western Railway, Kota Division, in not providing service cards to S/Sri Rajje, Kalli, Gyan Singh, Kirori and Munshi and in the second part of the reference, the union has impugned action of the railway administration, Kota Div., in denying authorised pay scales and discontinuing services of Mathalle, Marre, Rajo, Jagdish, Ram Singh, Charan, Gulabdeen, Kalli, Basheer, Munshi and Gyan Singh and Kirori, from time to time, with intention to put artificial break

3. Admittedly, all the 5 workmen who were denied service cards, at the time of raising of this industrial dispute, were provided service cards after submission of failure reports. Since the service cards have been received by the 5 workmen, there remains no issue to adjudicate, first part of the reference.

4. As far as the second part of the reference is concerned, this requires adjudication on merit. This part of the reference is vague, as date of alleged discontinuation from service is not mentioned, in relation to any of the twelve workmen. It is not clear as from which date, the workmen, individually or collectively, were disengaged to put artificial break in service and from which period to calculate their working days. It is not disputed that these twelve workmen are not named in first part of the reference. As such, the service cards were available with these workmen, and they were able to provide details of break period to facilitate adjudication. These original service cards could give clear idea as on which date, the individual workmen were engaged in Kota Division. In absence of the service cards or details in reference, it is not possible for this tribunal to have clear idea about actual working period or the alleged artificial breaks in services of these workmen. For want of specific periods, this is also not possible to assess as whether the workmen worked continuously for 120 days to be entitled to gain 'temporary status' or rendered 240 days 'continuous service' for purpose of benefits under section 25-F of the I.D. Act, 1947. The onus to discharge this burden lies on the workmen, who have raised this industrial dispute. As observed earlier, in the present case, the union was in possession of the service cards issued by the management, but failed to discharge this burden by not presenting the original cards or giving details at the time of raising the dispute. Apparently, this tribunal has no definite evidence to judge factum of continuity of service, breaks if any, as alleged and further entitlement to pay.

5 The claim statement, however, mentions that service were discontinued w.e.f 20-10-82. It also mentions dates of appointment of the individuals workmen but there is no material whether in between the date of appointment and alleged termination, was there continuity or break. In such situation, continuous service, of any of the workman as defined under section 25-B of the I.D. Act, 1947, cannot be calculated. Likewise, in absence of the records, gain of temporary status by these employees on completion of 120 days continuous service, cannot be properly worked out.

6. From the materials on records, it transpires that all the twelve workmen named in the second part of the reference, are in regular service of the railways. According to written submission submitted under the signature of Sr. Divisional Personal Officer, Western Railway, Kota Divn., all the twelve workmen were granted temporary status on different dates, shown against their names. Prior to this date, they had not fulfilled the conditions of temporary status, say, not having worked 120 days continuously, as required. The Sr. Divisional Personal Officer, Kota Div., by letter dated 25-6-2002 in response to direction dated 17-6-2002 of this tribunal, has submitted details of working places of these twelve workmen. According to this information Rajjo, Kalli, Gyan Singh, Kirori and Mathalle are working in Unit No. 74 PWI, Hindon City, Western Railway, Munshi, Basheer and Ram Singh are working in unit No. 76 PWI, Hindon City, Western Railway, Charan is working as Gatekeeper PWI Hindon City, Jagdish is working unit No. 75, Mathalle as Gatekeeper No. LC No. 214 Hindon City, Gulabdeen is working in unit No. 70. By this statement Sr. Divisional Personal Officer certified that service of the none of the workmen were dispensed with and all of them are working and have got temporary status. In the rejoinder dated 27-11-89, the union admitted that these workmen should have been screened earlier to 14-10-85. This fact, implies that workmen were in service of the date of screening and there was no dispute as to discontinuation of their services, as alleged. The screening of these workmen were made to regularise their services. It appears that the workmen was duly appointed. Their services were not terminated on 20-8-82. The workmen has not proved by cogent evidence, as from which earlier dates, they should have been given temporary status. In these circumstances, the evidence of the management has to be accepted. The facts of initial appointments of the workmen is also given in affidavit of P.N. Handa, A.E. Kota Divn. Western Railway. Para 6 of this affidavit, gives details of result of the screening.

7. In view of the above facts, that the 12 workmen, are, still in service of Kota Divn., Western Railway, having been regularised, the dispute as to their discontinuation from services, is not proved. Likewise, there is no material on record to prove any with-held payments. The representative union has not examined all the workmen to prove their specific working as well as alleged denial of payments.

8 In light of the discussions made above, the reference is answered against the workmen. The workman are not entitled to any relief.

Lucknow

9-9-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2002

का. आ. 3204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री रामजीदास लाईम स्टोन खदान मालिक, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2002 को प्राप्त हुआ था।

[सं० एल-29011/16/99-आई. आर.(एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th September, 2002

S.O. 3204.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal. Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Sh. Ramjidas. Lime Stone Mine Owner and their workman, which was received by the Central Government on 13-09-02

[No.I.-29011/16/99-IR(M)]

B M DAVID, Under Secy

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण, केन्द्रीय/कोटा/राज:

पीठासीन अधिकारी—श्री मणि शंकर व्यास, आर. एच. जे. एस.

निर्देश प्रकरण क्रमांक : ओ.न्या./केन्द्रीय/12/2000

दिनांक स्थापित : 31/7/2000

प्रथम : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. एल-29011/19/2000/आई. आर. (एम) दि. 12/7/2000

निर्देश अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

अध्यक्ष, राष्ट्रीय मजदूर संघ (इन्टक) रामगंजमण्डी
जिला कोटा।

—प्रार्थी यूनियन

एवं

श्री रामजीदास पुत्र श्री रामरिछपाल मोदी,
लाईम स्टोन खान मालिक, मोड़क स्टेशन जिला कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी यूनियन की ओर से प्रतिनिधि :— श्री रामगोपाल गुप्ता

अप्रार्थी नियोजक की ओर से प्रतिनिधि :— श्री डी. सी. जैन

अधिनिर्णय दिनांक : 14/8/2002

अधिनिर्णय :

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं. 12/7/2000 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णय सम्प्रेषित किया गया है :—

“Whether the demand of the Rashtriya Mazdoor Sangh (INTUC) against the management of Shri Ramjidas S/o Shri Ramrichhpal Modi for payment of 20% bonus for the year 1998-99 is justified? If yes, to what relief the concerned workmen are entitled?”

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पूंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत् रूप से जारी की गयी जिस पर दोनों पक्षों की ओर से अपने-अपने अभ्यावेदन प्रस्तुत किये गये।

3. आज पत्रावली साक्ष्य हेतु नियत थी, परन्तु दोनों पक्षों की ओर से न्यायाधिकरण में उपस्थित होकर संयुक्त रूप से एक प्रार्थना-पत्र के साथ समझौता पत्र प्रस्तुत कर यह निवेदन किया गया है कि चूंकि पक्षकारों के मध्य लम्बित निर्देश/विवाद के सम्बन्ध में लोक न्यायालय की भावना से प्रेरित होकर वापसी समझौता सम्पन्न हो गया है और समझौते उपरान्त अब किसी प्रकार का कोई विवाद पक्षकारों के मध्य शेष नहीं रहा है, अतः समझौते के आधार पर अधिनिर्णय अन्तिम रूप से पारित कर दिया जाये।

पक्षकारों को प्रस्तुत शुदा समझौते पत्र की विषय-वस्तु को पढ़कर सुनायी समझायी गयी तो उन्होंने सही होना स्वीकार किया तदुपरान्त समझौता तस्दीक कर अभिलेख पर लिया गया। चूंकि पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर लम्बित निर्देश/विवाद के सम्बन्ध में प्रस्तुत शुदा समझौते के अनुसार समझौता सम्पन्न हो गया है और अब कोई विवाद शेष नहीं रहा है, अतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद को तदनुसार अधिनिर्णित किया जाता है।

मणि शंकर व्यास, न्यायाधीश

नई दिल्ली, 13 सितम्बर, 2002

का. आ. 3205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कार्पो. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट (संदर्भ संख्या 4/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2002 को प्राप्त हुआ था।

[सं० एल 30012/65/99 आई. आर.(विवाद)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th September. 2002

S.O. 3205.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No 4/2000) of the Central Government Industrial Tribunal Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Hindustan Petroleum Corpn Ltd and their workman, which was received by the Central Government on 13-09-02

[No L-30012/65/99-IR(M)]

B. M. DAVID, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO II, MUMBAI
PRESENT.

S N SAUNDANKAR
PRESIDING OFFICER

REFERENCE NO CGIT-2/4 OF 2000
EMPLOYERS IN RELATION TO THE MANAGEMENT
OF HINDUSTAN PETROLEUM
CORPORATION LTD

Hindustan Petroleum Corporation Ltd.,
8, Shoorji Vallabhdas Marg,
Post Box No. 155,
Mumbai-40001

AND

THEIR WORKMAN

Shri Milind V. Dubal,
C/o Sh. D V Dubal,
Room No. 16, Bldg. No. 263, RB II,
Central Railway Qtrs.,
Parel, Mumbai-400012

APPEARANCES

FOR THE EMPLOYER No Appearance
FOR THE WORKMEN No Appearance.

Mumbai, Dated 28th August. 2002

AWARD

The Government of India, Ministry of Labour by its Order No L-30012/65/99/IR(M), dated, 14/12/1999 in exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Hindustan Petroleum Corporation Ltd (Refinery) Mumbai in not dismissing the services of Shri Milind V. Dubal w.e.f. 21-8-1996 is justified? If not, to what relief the workman is entitled?”

2. Workman Dubal vide Statement of Claim (Exhibit-5) contended that he has been illegally dismissed by the management Corporation from 21-8-96. Therefore the company be directed to reinstate him with full back wages.

Corporation resisted the claim of workman by filing Written Statement (Exhibit-8) contending that workman was dismissed for his misconduct under the Service regulations and therefore, his dismissal is legal and justified. On the basis of the pleadings issues were framed at Exhibit-11. On perusal of the record it is seen workman filed affidavit in lieu of Examination-in-chief (Exhibit-14) on 5-7-01 and there after the matter was fixed for his cross-examination from 1-8-01. However till today he did not turn up for entering cross-examination though the advocate for the management was present for his cross-examination which shows, the workman is not interested in prosecuting. The Learned Counsel for the workman Shri Sawant vide purshis (Exhibit-16) pointed out that workman did not turn up to see him. Since the workman is not interested following order is passed —

ORDER

Reference stands disposed of for non-prosecution.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2002

का. आ. 3206.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नवा शेवा इंटरनेशनल कंटेनर टर्मिनल लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट (संदर्भ संख्या 126/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2002 को प्राप्त हुआ था।

[सं. एन. 39011/2/2001-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th September. 2002

S.O. 3206.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 126/2001) of the Central Government Industrial Tribunal Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nhava Sheva International Container Terminal Ltd. and their workman, which was received by the Central Government on 13/09/2002

[No L-39011/2/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO II, MUMBAI
PRESENT.

S N SAUNDANKAR
PRESIDING OFFICER

REFERENCE NO CGIT-2/126 OF 2001
EMPLOYERS IN RELATION TO THE MANAGEMENT
OF NHAVA SHEVA INTERNATIONAL CONTAINER
TERMINAL LTD., THE CHIEF EXECUTIVE OFFICER,
OPERATION CENTRE

Nhava Sheva International Container
Terminal Ltd., The Chief Executive Officer,

Operation Centre Sheva.
Navi Mumbai-400707

AND

THEIR WORKMAN
The Vice President
Nhava Sheva Port & General Workers Union,
Port Trust Kamgar Sadan,
2nd floor, Nawab Tank Road,
Mazagaon, Mumbai-400010

APPEARANCES

FOR THE EMPLOYERS

Mr R S. Pai
Advocate.

FOR THE WORKMEN

Mr. Jai Prakash Sawant
Representative.

Mumbai, dated 28th August, 2002

AWARD

The Government of India, Ministry of Labour by its Order No. L-39011/2/2001/IR(M), dated, 7-11-2001 in exercise of the powers conferred by clause (d) of sub-section (1) Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Nhava Sheva International Container Terminal Ltd., in not acceding to the demands of Nhava Sheva Port & General Workers Union vide thier strike notice dated 27-11-2000 is legal and justified? If not, to what relief the workmen concerned are entitled to?"

2. The Nhava Sheva Port and General Workers Union vide Statement of Claim (Exhibit-6) averred that the management Company declined to accept the demands of the workers though strike notice was given on 27-11-2000 and even though the demands were justified. Therefore union contended that the management be directed to accept their demands raised vide strike notice. Record shows that the matter was fixed for filing Written Statement by the management company however today vide purshis (Exhibit-7) Company contended that Their Lordships of Bombay High Court in Writ petition No. 1017 of 2002 vide order dated 24-6-2002 quashed the schedule order dated 7-11-2001 and directed the Ministry of Labour to pass an appropriate order, consequently the instant reference does not survive. The Union gave no objection to that. In view of this, the following order is passed :—

ORDER

Reference stands disposed of in view of the Judgement and order of Hon'ble High Court of Bombay in Writ Petition No. 1017 of 2002 dated 24-6-2002

S N SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 सितम्बर, 2002

का. आ. 3207.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2002 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध

राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

"जिला एवं तहसील—भोलवाड़ा के राजस्थान ग्राम—ईरॉम व मुवाणा के अन्तर्गत आने वाले क्षेत्र"।

[सं. एम-38013/22/2002-एम. एम.-1]

के.सी. जैन, निदेशक

New Delhi, the 16th September, 2002

S.O. 3207.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the state of Rajasthan, namely :—

"Areas comprising the Revenue Villages Irans and Suwana in Tehsil and District Bhulwara".

[No S-38013/22/2002-SS II]

K C. JAIN, Director

नई दिल्ली, 24 सितम्बर, 2002

का. आ. 3208.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 नवम्बर, 2002 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

"जिला एवं तालुक—कोपी कोड में राजस्थान ग्राम पनतीरनकाव और काकोडी के अधीन आने वाले क्षेत्र"।

[सं. एम-38013/23/2002-एम. एम.-1]

के.सी. जैन, निदेशक

New Delhi, the 24th September, 2002

S.O. 3208.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the state of Kerala, namely :—

"Areas comprising the Revenue Villages of Pantheerankavu and Kakkodi in Kozhikode Taluk and District"

[No S-38013/23/2002-SS II]

K C. JAIN, Director